

Panaji, 27th February, 2020 (Phalguna 8, 1941)

SERIES II No. 48

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are four Extraordinary issues to the Official Gazette, Series II No. 47 dated 20-02-2020 as follows:—

- (1) *Extraordinary dated 20-02-2020 from pages 875 to 876 regarding Order from Department of Finance.*
- (2) *Extraordinary (No. 2) dated 20-02-2020 from pages 877 to 882 regarding Notifications from Department of Panchayati Raj & Community Development.*
- (3) *Extraordinary (No. 3) dated 20-02-2020 from pages 883 to 884 regarding Notification from Goa Legislature Secretariat.*
- (4) *Extraordinary (No. 4) dated 21-02-2020 from pages 885 to 887 regarding Order, Notifications & Notice in Form No. 2A from Department of Elections.*

GOVERNMENT OF GOA

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 48-8-2001/TS/RCS/IV/5400

In exercise of the powers conferred on me under Section 86(1) of the Goa Co-operative Societies Act, 2001 read with Rule 116(1) of the Goa Co-operative Societies Rules, 2003, I, Vikas S. N. Gaunekar, Registrar of Co-operative Societies, Goa hereby appoint Adv. Ramchandra alias Vinod M. Dessai, as Registrar's Nominee for deciding the disputes, as provided u/s 83 and 82 of the Goa Co-op. Societies Act, 2001. The Registrar's Nominee concerned is entitled to hear the disputes referred to him by the Registrar of Co-operative Societies, Panaji or Asstt. Registrar of Co-operative Societies, Central Zone, Panaji, Ponda Zone, Ponda, South Zone, Margao, North Zone, Mapusa, Quepem Zone, Quepem, Bicholim Zone, Sanquelim, Election Cell, North Goa District, Panaji, Election Cell, South Goa District,

Margao, the Asstt. Registrar of Co-op. Societies, Arbitration & Execution (North), Panaji-Goa and the Asstt. Registrar of Co-op. Societies, Arbitration & Execution (South), Margao-Goa, as the case may be.

The Registrar's Nominee so appointed is advised to maintain all the case files in terms of Civil Manual issued by the Hon'ble High Court for the guidelines of the subordinate Courts keeping in view the provisions of the Goa Co-operative Societies Rules, 2003.

The Registrar's Nominees shall refrain himself from representing before the above mentioned authorities as a legal practitioner of a Party to the dispute under the provisions of Goa Co-operative Societies Act, 2001. This Order shall come into force with immediate effect and will remain in force until further orders.

Vikas S. N. Gaunekar, Registrar (Co-op. Societies).
Panaji, 17th February, 2020.

Department of Education, Art & Culture

Directorate of Education

Notification

No. DE/Accts/GEDC-Funds/2018-19/126

Government in its XVIIIth Cabinet Meeting of Council of Ministers held on 29-01-2020 at 10.30 a.m. decided on agenda item No. 2, to entrust the work of repairs, upgradation, maintenance, construction and reconstruction of Government Primary, Middle, Secondary and Higher Secondary Schools to Public Works Department.

Henceforth, all new work of repairs, upgradation, maintenance, construction and reconstruction of Government Primary, Middle, Secondary and Higher Secondary Schools shall be carried out through Public Works Department. GSIDC will complete its

ongoing work latest by December, 2020 and no new work will be assigned to GSIDC except on a case to case basis, as decided by the Hon'ble Chief Minister.

This is issued for the general information of the public.

By order and in the name of the Governor of Goa.

Vandana Rao, IAS, Director (Education).

Porvorim, 20th February, 2020.

Directorate of Higher Education

Certificate

No. ACAD III/GC-03/Filling-Asstt. Prof./
/89/2018/11112

Read: ACAD III/GC-03/Filling-Asstt. Prof./89/
/2018/7935 dated 01-01-2020.

Certified that the character and antecedents of Shri Anand Atmaram Kolambkar appointed to the post of Assistant Professor in Marathi (Group "A" Gazetted) in Sant Sohirobanath Ambiyee Government College of Arts and Commerce, Pernem-Goa under Directorate of Higher Education vide above referred Order has been verified by the Addl. Collector & ADM, North, Office of the District Magistrate, North Goa, Panaji-Goa and nothing adverse has come to the notice of the Government.

Premraj K. Shirodkar, Under Secretary (Higher Education).

Porvorim, 18th February, 2020.

Directorate of Art and Culture

Order

No. DAC/Accts/RBB/Committee/2019-20/7191

In exercise of powers conferred under Clause 5 of the Constitution of Ravindra Bhavan, Baina-Goa, the Government is pleased to nominate Shri Shashikant Suresh Parab, H. No. 112, near Hari Mandir, Bhatwadi, Headland Sada, Mormugao-Goa as the Chairman of Ravindra Bhavan, Baina-Goa with immediate effect.

By order and in the name of the Governor of Goa.

Sagun R. Velip, Director & ex officio Joint Secretary (Art & Culture).

Panaji, 18th February, 2020.

Order

No. DAC/Accts/RBB/Committee/2019-20/7192

In exercise of powers conferred under Clause 5 of the Constitution of Ravindra Bhavan, Baina-Goa, the Government is pleased to nominate Dr. Dharmendra Prabhudessai, as the Vice-Chairman of Ravindra Bhavan, Baina-Goa with immediate effect.

By order and in the name of the Governor of Goa.

Sagun R. Velip, Director & ex officio Joint Secretary (Art & Culture).

Panaji, 18th February, 2020.

Order

No. DAC/Accts/RBB/Committee/2019-20/7193

In exercise of powers conferred under Clause 7 (vii) of the Constitution of Ravindra Bhavan, Baina-Goa, the Government is pleased to nominate following Members on the General Council of Ravindra Bhavan, Baina-Goa with immediate effect.

1. Shri Mohan Dicholkar, Vasco-Goa.
2. Shri Santosh Naik, Vasco-Goa.
3. Shri Sudesh Bhosle, Vasco-Goa.
4. Shri Prasad Prabhugaonkar, Vasco-Goa.
5. Ms. Noela Rodrigues, Vasco-Goa.
6. Smt. Kamla Prasad Yadav, Vasco-Goa.
7. Shri Dhanu Dicholkar, Near Ganapati Temple, Sanmolem, Baina, Vasco-Goa.
8. Shri Pravesh Amonkar, Vasco-Goa.
9. Shri Anil Kondurkar, Vasco-Goa.
10. Shri Shyam Chari, Sasmoalem, Baina, Vasco-Goa.

By order and in the name of the Governor of Goa.

Sagun R. Velip, Director & ex officio Joint Secretary (Art & Culture).

Panaji, 18th February, 2020.

Order

No. DAC/Accts/RBB/Committee/2019-20/7194

In exercise of powers conferred under Clause 11 (viii) of the Constitution of Ravindra Bhavan, Baina-Goa, the Government is pleased to nominate following Members on the Executive Board of Ravindra Bhavan, Baina-Goa with immediate effect.

1. Shri Mohan Dicholkar, Vasco-Goa.
2. Shri Santosh Naik, Vasco-Goa.
3. Shri Sudesh Bhosle, Vasco-Goa.

4. Shri Prasad Prabhugaonkar, Vasco-Goa.
5. Ms. Noela Rodrigues, Vasco-Goa.

By order and in the name of the Governor of Goa.

Sagun R. Velip, Director & ex officio Joint Secretary (Art & Culture).

Panaji, 18th February, 2020.

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Department of Elections
Goa State Election Commission

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Order

No. 5/26/GZPNS/Elec/2019-SEC/282

Sub.: Filing of Form A & B.

Whereas, the superintendence, direction & control of Zilla Panchayat Election in Goa is vested by the Article 243K of the Constitution of India with the State Election Commission of Goa.

Whereas, by way of the Goa Panchayat Raj (Amendment) Act, 2015 (Goa Act 6 of 2015), the provision of the Goa Panchayat Raj Act has been amended and Clause 16A incorporated in the Act defining political parties as defined under the Clause (f) of sub-section 1 of Section 2 of the Representation of People Act, 1951 and further Section 133A was inserted in the Goa Panchayat Act, 1994 which provided that the Election of the Members of the Zilla Panchayat in the Constituency of the Zilla Panchayat shall be for the candidate sponsored by political parties as defined under the Clause 16A of sub-section 2 of the Act. However, independent candidate shall also be eligible to contest as independents;

And whereas, it is necessary and expedient to provide in the interest of purity of election to Zilla Panchayat Constituency and in the interest of the conduct of such election in a fair and efficient manner for the specification, reservation and allotment of symbols to a candidate of recognised political party and also independent candidates and for matters connected therewith;

Now, therefore, in exercise of the powers conferred by Article 243K of the Constitution of India read with Section 2 of the Panchayat Raj Act, 1994 and Rule 20 of Goa Panchayat & Zilla Panchayat (Election Procedure) Rules, 1996, the Commission hereby gives the following directions:

1. A candidate shall be deemed to be set up by a recognised National/State Political Party upon a notice by the Political Party in writing

in Form B or Form A not later than 3.00 p.m. on the last date of submission of nomination to the RO of the Constituency.

2. Form B shall be signed by the recognized political party President or Secretary of Goa Region having party office in Goa. Alternatively, Form A is to be used by the President or Secretary of the recognized political party not having a party office in Goa.
3. The Form A & B are signed in ink only provided that no specimen signature or signatures by means of rubber stamp of any such office bearer shall be accepted and no form transmitted by fax shall be accepted.
4. The Form A & B prescribed by Election Commission of India and as modified by the Goa State Election Commission which is appended hereto shall be used.

R. K. Srivastava, IAS (Retd.), Commissioner (Goa State Election Commission).

Altinho, Panaji, 24th February, 2020.

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Order

No. 5/26/GZPNS/Elec/2019-SEC/311

Sub.: Rate Chart of material for campaigning.

The Goa State Election Commission vide Order No. 5/26/GZPNS/Elec/2019-SEC/307 dated 25-02-2020 has directed that the total maximum election expenses the Zilla Panchayat by a candidates has been fixed at Rs. 5.00 Lakhs. To have a proper account of the said amount, it is necessary to notify uniform rate chart of the material relating to campaign.

Recently, Elections to North Goa Parliamentary Constituency 2019 and bye-elections to 01-Mandrem and 05-Mapusa Assembly Constituencies, the Collector (North) in consultation with the political parties has finalized the rate chart of materials needed. This rate chart was published in the local newspapers. In order to facilitate and to maintain the accounts and have uniformity amongst all the candidates, this Commission is adopting the said rate chart. All the Candidates and the political parties shall calculate the expenses incurred for the campaign on the basis of the said rate chart and submit the accounts. The R.O.'s shall furnish the copy of the rate chart to the candidates while tendering the register to maintain the accounts of expenses.

This shall be followed scrupulously by all concerned candidates and expenditure observer.

R. K. Srivastava, IAS (Retd.), Commissioner
(Goa State Election Commission).

Altinho, Panaji, 24th February, 2020.

Order

No. 5/26/GZPNS/Elec/2019-SEC/307

Sub.: Zilla Panchayat Elections—Expenditure by
Contesting Candidates.

Read: 1) Order No. 5/26/GZPNS/Elec/2019-SEC/21
dated 06-01-2020.

2) Order No. 5/26/GZPNS/Elec/2019-SEC/22
dated 06-01-2020.

3) Order No. 5/26/GZPNS/Elec/2019-SEC/61
dated 20-01-2020.

Whereas, the superintendence, direction & control of the conduct of Zilla Panchayat Election in Goa is vested with the Goa State Election Commission under Article 243K of the Constitution of India read with Section 237 of the Goa Panchayat Raj Act, 1994.

And whereas, it is necessary and expedient to provide in the interest of purity of election to Zilla Panchayat Constituencies an account of expenditure incurred by the candidate and for matters connected therein.

Now, therefore, this Commission hereby directs as follows:-

1. The Returning Officer shall provide the format appended hereto to the contesting candidate by last day of the finalization of list of contesting candidates.
2. The Register so maintained shall be duly numbered and authenticated by the Returning Officer of the relevant Zilla Panchayat Constituency at the time of issue.
3. All day to day expenditure shall be truly recorded in this register by the candidate or the election agent.
4. All documents such as vouchers, receipts, bills, etc. in support of day to day expenditure incurred shall be maintained in chronological daywise order alongwith the aforesaid format as prescribed.
5. The day to day accounts maintained in the aforesaid format together with the supporting document shall be made available once on the date fixed by the R.O.

before the polling date for scrutiny. The RO shall fix the date of inspection of documents.

6. The accounts of the candidate shall be scrutinized by the RO or by the officer nominated by R.O.
7. The candidate shall also submit to the Zilla Panchayat Election Officer of the concerned Zilla Panchayat, the expenditure register comprising of day to day expenditure within 30 days of election results without fail.
8. The election expenditure, as submitted by the candidate may be scrutinized by the Zilla Panchayat Election Officer and submitted to the Goa State Election Commission as soon as possible with brief comments.
9. The Commission on receipt of the report from the ZPEO will issue a show cause notice to the candidate who has failed to lodge their account of election expense within the time as prescribed above.
10. The show cause notice to the defaulting candidate will be served by the ZPEO concerned and after serving the notice the ZPEO is to send acknowledgment receipt obtained from the candidates.
11. The defaulting candidate for ZP Election may be disqualified by the Commission.
12. The period of disqualification starts from the date of order of disqualification irrespective of period consumed in issuing of the order.
13. The expenses incurred by the Party which can be related to the expenditure of promoting the prospect of particular candidate or group of candidates, shall be treated as expenditure authorized by the candidate concerned and such expenditure shall be counted for election expenses account of the candidate concerned. In those cases where the expense is incurred by the party for the benefit of a given group of candidate, the expenses will have to be apportioned equally among the candidates.
14. The total maximum limit of election expenses in a Zilla Panchayat Election has been fixed as Rs. 5,00,000/-.

R. K. Srivastava, IAS (Retd.), Commissioner
(Goa State Election Commission).

Altinho, Panaji, 24th February, 2020.

Department of Finance

Office of the Commissioner of Commercial Taxes

Notification

No. CCT/PF(SSG)/2019-20/3056

In exercise of the powers conferred on the undersigned under sub-rule (v) of Rule 9 of the Departmental Examination Rules, published under Notification No. 6/17/83-Fin(R&C)/847 dated 24-04-2018, I, the Commissioner of State Tax, hereby declare the result of the Departmental Examination, held w.e.f. 21-10-2019 to 26-10-2019 and the Project Work held on 05-12-2019, for retention to the post of Commercial Tax Officer.

The following candidates have been declared successful at the Departmental Examination:

Sr. No.	Name of the Candidate	Roll No.
1.	Smt. Sophia Lawrence e Vaz	A-1
2.	Shri Naresh K. Gaude	A-2
3.	Smt. Ankita A. Kamat	A-3
4.	Shri Sirajuddin Gulamrasul Jamadar	A-5
5.	Smt. Sweta Rohan Harmalkar	A-6
6.	Shri Saba Krishna Parab	A-10
7.	Shri Kalpesh Ramrai Amonkar	A-11
8.	Shri Siddhesh Laxman Shetkar	A-12
9.	Shri Satyam Vinayak Adkonkar	A-13

The following candidates have failed but secured exemptions in the papers mentioned against their names, in view of Rule 7(ii) of the Departmental Examination Rules.

Sr. No.	Name of the Candidate	Roll No.	Exemption secured in papers
1.	Shri Rohan Arvind Loliyekar	A-4	Paper II, IV and VI.
2.	Kum. Ashvita Ankush Goltekar	A-7	Paper I, II, IV and VI.
3.	Shri Melwin Faleiro	A-8	Paper II, IV and VI.
4.	Ms. Gargi Ajit Kamat	A-9	Paper II and VI.
5.	Shri Rajendra Shamba Gaude	A-14	Paper II, IV and VI.

Hemant Kumar, IAS, Commissioner of State Tax.
Panaji, 24th February, 2020.

Goa Legislature Secretariat

Notification

No. LA/LEGN./2654/2020

In exercise of the powers vested in me by Rules 269 of the "Rules of Procedure and Conduct of Business of Goa Legislative Assembly", I declare that Dr. Pramod Sawant, Hon'ble Chief Minister, Government of Goa has laid the following documents on the Table of the House on the 7th February, 2020.

- Report of the Comptroller and Auditor General of India, of the Government of Goa for the year ended 31st March, 2018 (Report No. 2 of the year 2019).
- Report of the Comptroller and Auditor General of India, on State Finances, of the Government of Goa for the year ended 31st March, 2018 (Report No. 1 of the year 2019).
- Finance Accounts 2017-18, Volume-I.
- Finance Accounts 2017-18, Volume-II.
- Appropriation Accounts 2017-18.

Assembly Hall,
Porvorim-Goa,
18th February, 2020.

Namrata Ulman,
Secretary, Legislature.

Department of Industries

Order

No. 11/28/2019-IND(Part)/120

The Government of Goa is pleased to constitute a Monitoring Committee to monitor the development of the Coal Block allotted to Goa Industrial Development Corporation comprising of the following members:-

- Minister for Industries — Chairman.
- Chairman, Goa Industrial Development Corporation — Vice-Chairman.
- Secretary (Industries) — Member.
- Additional Secretary (Finance) — Member.
- Shri Damodar Kochar, President Goa State Industries Association — Member.

- (vi) Shri Manoj Caculo, President, — Member.
Goa Chamber of Commerce
& Industry
- (vii) Shri Jaivant Dessai, Director, — Member.
Goa Industrial Development
Corporation
- (viii) Ms. Perti Patkar, Director, — Member.
Goa Industrial Development
Corporation
- (ix) Managing Director, Goa — Member
Industrial Development Secretary.
Corporation

The terms of reference of the above Committee shall be as under:-

- (i) The Committee may devise a standard procedure for development of coal block.
- (ii) The Chairman may co-opt any person as an advisor/expert(s)/official(s) if necessary, for obtaining necessary inputs and assistance.
- (iii) The Chairman shall hold its meetings on such dates and at such time and place as determined by him.

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Industries).

Porvorim, 20th February, 2020.

Order

No. 11/28/2019-IND(Part)/121

The Government of Goa is pleased to constitute a Selection Committee for selection of the consultant, based on their technical qualification and financial offers for Coal Block allotted to Goa Industrial Development Corporation comprising of the following members:-

- (i) Secretary (Industries) — Chairperson.
- (ii) Additional Secretary — Member.
(Finance)
- (iii) Under Secretary (Industries) — Member.
- (iv) Director, Directorate of — Member.
Industries, Trade & Commerce
- (v) Managing Director, — Member
Goa Industrial Development Secretary.
Corporation

The terms of reference of the above Committee shall be as under:-

- (i) The Committee may devise a standard procedure for selection of consultant.
- (ii) The Chairperson may co-opt any person as an advisor/expert(s)/official(s), if necessary, for obtaining necessary inputs and assistance.
- (iii) The Chairperson shall hold its meetings on such dates and at such time and place as determined by her.

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Industries).

Porvorim, 20th February, 2020.

Department of Information Technology

Notification

No. 1(90)/DOIT/ITG-DIR/2001/1779

In supersession of the Notification No. 1(90)/DOIT/ITG-DIR/2001/646 dated 31-07-2019 and in pursuance of Clause 116(2)(b) and (c) of the Articles of Association of Info Tech Corporation of Goa Limited, Government of Goa is pleased to reconstitute the Board of Directors for Info Tech Corporation of Goa Limited, with the following composition with immediate effect:-

1. Shri Nilkanth Halarnkar, — Chairman.
MLA, Thivim Constituency
2. Secretary (Information — Director.
Technology), Government of Goa
3. Shri Parind U. Nachinolkar — Director.
4. Shri Prathamesh Tulaskar — Director.
5. Shri Rohan Desai — Director.
6. Shri Nagraj Narsinhva Prabhu — Director.
Borkar
7. Managing Director, — Director.
Goa State Infrastructure
Development Corporation
Limited (GSIDC)
8. Managing Director, — Director.....
Info Tech Corporation of Goa Member
Limited (ITG) Secretary.

This is issued with the prior approval of competent authority, vide U.O. No. 302/F dated 30-01-2020.

By order and in the name of the Governor of Goa.

Ankita Anand, IAS, Director/ex officio Joint Secretary (IT).

Panaji, 14th February, 2020.

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Department of Labour

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Notification

No. 28/2/2020-LAB/135

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 29-01-2020 in reference No. IT/59/03 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 18th February, 2020.

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IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Ref. No. IT/59/03

The General Secretary,
The Madgaum Urban
Co-op. Bank
Workers Organization,
Sukdow Building,
Margao-Goa.
V/s

... Workmen/Party I

The Madgaum Urban
Co-op. Bank Ltd.,
'Varsha', Near Cine Vishant,
Aquem,
Margao-Goa.

... Employer/Party II

Workmen/Party I represented by Ld. Adv. Shri S. P. Gaonkar along with Shri P. Gaonkar.

Employer/Party II represented by Shri K. V. Nadkarny.

AWARD

(Delivered on this the 29th day of the month of January, of the year 2020)

By Order dated 26-8-2003, bearing No. 28/40/2003-LAB/640, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the following demands raised by the Madgaum Urban Co-operative Bank Workers Organization vide letter dated 13-7-1999 before the management of M/s. The Madgaum Urban Co-operative Bank Ltd., Madgaum-Goa, are legal and justified?

CHARTER OF DEMANDS

Demand No.

(1) (a) Clerical Grades: Pay Scales:

250-20-310-25-360-30-390-35-460-40-540-45-675-50-825-55-990-60-1290-65.

(b) Subordinate staff:

160-10-190-12-214-15-244-20-324-25-424-30-544-33-709.

Fitment in the new scale shall be on the stage to stage basis.

(2) Dearness Allowance: The organization demands that existing system of Dearness Allowance should be continued.

(3) Additional D. A.: The Organization demands' that, besides D.A., additional D.A. shall be paid as per the existing system, with the following modification.

(i) For basic upto Rs. 800/- as per existing formula (a) & (b).

(ii) From basic pay Rs. 800/- to Rs. 1050/ additional D.A. 25% for every 4 points rise above 202 points of consumer price index 1960=100.

(iii) From basic pay Rs. 1100/- to Rs. 1300/ additional D.A. 20% for every 4 points rise above 202 points of consumer price index 1960=100.

(iv) From basic pay of Rs. 1301/- and above additional D.A. at the rate of 15% for every, 4 points of consumer price index 1960=100. The other condition shall remain unchanged.

(4) House Rent Allowance: Organization demands that all the workmen shall be paid House Rent Allowance at the rate of 15% of basic and DA.

- (5) **Functional Allowance:** Organization demands that the existing functional allowance shall be revised as under:
- (a) For Clerical Staff:-
- (i) Head Cashier (Main) Rs. 500/- p.m.
 - (ii) Cashier Rs. 450/- p.m.
 - (iii) Electricity bill collection Rs. 100/- p.m. Margao Br.
 - (iv) Cleaning house Rs. 400/- p.m. allowance
 - (v) Lodging of cash/gold Rs. 10/- p.m. with other banks
 - (vi) Recovery clerks for Rs. 400/- p.m. outdoor duty
 - (vii) Officiating duty shall be given to the senior most staff at branch level as and when required and allowance of Rs. 50/- per day shall be paid to the concerned clerk.
- (b) For sub-staff:-
- (i) Stitching of notes Rs. 120/- p.m.
 - (ii) Filing and stitching Rs. 80/- p.m. of vouchers
 - (iii) Hand delivery peon Rs. 120/- p.m.
 - (iv) Cyclostyling Machine Rs. 80/- p.m. Operator
 - (v) Lodging of cash/gold Rs. 08/- per trip with other banks
 - (vi) Subordinate staff at small branches shall be paid consolidated allowance of Rs. 200/- p.m. for performing various functions provided if there is only one peon at the branch.
- (c) Waiting Allowance for Peons:-
The waiting allowance for peons shall be Rs. 50/- per head per meeting.
- (6) **Evening Session Allowance:**
- (i) Clerks Rs. 240/- p.m.
 - (ii) Subordinates Rs. 140/- p.m.
- (7) **Travelling and Daily Allowance:** Organization demands that T&D allowance shall be revised as under:
- (i) Clerks (a) Actual collective taxi fare of Rs. 4.00 per km. if own vehicle is used for travelling.
 - (b) Daily allowance of Rs. 100/- per day.
 - (ii) Sub-ordinate (a) Rs. 4.00 per km. if own vehicle is used for travelling.
 - (b) Daily allowance Rs. 80/- per day.
- (iii) However when an employee is deputed for some other branches within the same municipal area, only T.A. is payable. Further, in case of deputation outside Goa, either for training or any other work, the daily allowance shall be at the rate of Rs. 500/- per day.
- (8) **Tea Allowance:** The Organization demands that Tea Allowance shall be paid at the rate of Rs. 150/- p.m. to each staff members.
- (9) **Closing Allowance to the Clerical and sub-staff:** The organization demands that the closing allowance shall be revised to Rs. 350/- per closing and it will be credited to the S.B. Account of respective staff members.
- (10) **Car Loan:** The organization demands that staff members who have put minimum of 15 years of service shall be considered eligible for car loan of 80% of vehicles cost with 4% interest.
- (11) **Leave:** Organization demands that as the existing leave is very less the same should be increased. The details will be discussed during the time of negotiations.
- (12) **Pension:** Organization demands that pension at par with the nationalized banks, shall be made applicable with the amendment time to time.
- (13) **Transfer:** Organization demands that no transfer should be made and in case of genuine need of the transfer, it should be done with the consent of the employees and also with the discussions with Organization (Union).
- (14) **Medical Re-imbursement:** The Organization demands that total reimbursement of medical bills of the employees spent by him for medical expenses of self and dependent shall be reimbursed without any restriction.
- (15) **Leave Travel Concession:** The Organization demands that all the permanent employees shall be reimbursed the leave travel concession in block of two years on following basis:-
- For Officers : Rs. 10000/-
 - For Clerks : Rs. 9000/-
 - For sub-staff : Rs. 7000/-

(16) Housing Loan:

- (a) Organization demands that Housing Loan entitlement shall be revised as follows:-

Clerks from : Rs. 2,25,000/- to Rs. 4,25,000/-
Sub-staff from : Rs. 1,75,000/- to Rs. 2,75,000/-

- (b) Housing Loan for House Repair: Organization demands that existing House Repair loan shall be revised to Rs. 2 Lakhs, other conditions shall remain the same.

- (c) The Organization demands that rate of interest should be 5% per annum on total loan.

(17) Computer Allowance: The Organization demands that the existing Computer Allowance shall be revised to Rs. 500/- p.m. for clerks and Rs. 750/- p.m. for officers, the other conditions remain unchanged.

(18) Advances: The Organization demands that the existing advances shall be revised to the tune of 100% (The details will be submitted at the time of negotiations).

(19) Promotion Policy: The Organization demands that new promotion policy should be promulgated in consultation with, our Organization (The detailed policy will be submitted during the time of negotiations).

(20) The Organization reserves the right to add, delete, amend any demands during the time of negotiations.

(2) If not, what relief the workmen are entitled to?"

2. Upon receipt of the reference, IT/59/03 was registered. Notices were issued to both the parties under registered post, upon which both the parties were served. Party I thereafter filed a Claim statement at Exh. 4 and the Party II filed a Written statement at Exh. 6.

3. In short, the case of the Party I is that the Party II is a financial institution registered under Co-operative Societies Act having several branches in Goa. The settlement signed between the parties expired on 30-6-1999 and on expiry of said settlement, the Party I Union vide their letter dated 13-7-1999 submitted Charter of demands on the management. The management on the day of salary for the month of October, 2002 altered the salary structure of the employees and on noticing the changes, the workers have sought the reasons for change in salary structure for which they were informed that they have signed the settlement with

the other union. The demands submitted by the Party I on behalf of their members was not finalized nor any positive steps to resolve the issue of Charter of demands were taken. The Union thereafter sought the intervention of the Conciliation Officer vide their letter dated 15-11-2002 and on receipt of the said letter, the Deputy Labour Commissioner, Margao called both the parties for joint discussion.

4. The said settlement dated 18-10-2002 is signed even without receiving the Charter of demands from the said union. All the workers who signed the settlement were promised higher promotion. The management forcefully obtained the signatures of the employees in order to show that they have accepted the terms of so called settlement. The Party I on noticing the change in the salary structure individually wrote to Party II not to change their salary structure and they should be paid as per existing salary structure. The Party I have not accepted the change in the salary structure nor they were the members of the other union and therefore the terms of the so called settlement are not binding on the members of the Party I. The demand for revision in salary structure is just, fair and proper and therefore, the Hon'ble Tribunal may grant the same.

5. In the written statement, the Party II has contended that the entire reference is not maintainable and bad in law. The Party I have no authority or right to raise the present dispute or continue with the said dispute relating to the Charter of demands. The management and the workmen represented by the union signed their first wage settlement on Charter of demands submitted by the union on 28-8-1980 and thereafter five more wage settlements for the Charter of demands by the workmen and also by the Officers were signed. However, somewhere in the year 1987-88, some disgruntled elements comprising of five junior officers and 3-4 workmen broke away from Madgaum Urban Co-op. Bank Employees Union and formed a new union and the management signed three settlements with the said union and benefits of the same were extended to the members of the said union. The Party I workmen have unconditionally accepted the benefits under the settlement dated 18-10-2002 and continued to enjoy all the benefits under the said settlement and therefore nothing survives in the present reference. The settlement dated 18-10-2002 has brought the level of pay scales and pay structure of its employees to all India level and therefore the present reference be rejected.

6. In the rejoinder at Exh. 7, the Party I has denied the case set up by the Party II in the written statement.

7. Issues that came to be framed at Exh. 8 are as follows:

- (1) Whether the Party I/Union prove that the demand raised by it against the Party I by letter dated 13-7-99 are legal and justified?
- (2) Whether the Party II proves that the reference made by the Government is not maintainable?
- (3) Whether the workmen are entitled to any relief?
- (4) What Award?

8. It is a matter of record that an additional issue was framed on 14-10-2004 at Exh. 17 which is as follows:

- 2-A. Whether the Party II proves that 8 out of the 20 members of the Party I namely Mr. Siddhakumar D. Amonkar, Mr. Anil Saudagar, Mr. Sandeep G. Nagvekar, Mr. Sripad M. Pinge, Mr. Chandan C. Naik, Mr. Mahesh G. Pai Kane, Mr. Raghunath P. Pai Raikar and Mr. Subhash G. Dessai are not "workmen" as defined under Section 2(s) of the I.D. Act, 1947 and therefore, this Tribunal has no jurisdiction to entertain and decide the dispute?

9. It is also a matter of record that an additional issue was framed on 23-9-2010 at Exh. 37 which is as follows:

- 1-A. Whether the Party II proves that the Settlement dated 18-10-2002 is fair and legal and whether it is binding on the Party I workmen?

10. In support of his claim, Party I examined Shri Sandeep Nagvekar as witness and produced on record a copy of minutes of conciliation proceedings and Failure Report dated 4-7-2003 at Exh. 30 colly. In cross examination, the Party II produced through this witness a copy of application dated 29-11-1977 at Exh. 38, a copy of appointment letter of Sandeep Nagvekar dated 29-4-1978 at Exh. 39, a copy of adhoc promotion letter dated 6-6-1985 at Exh. 40, copies of adhoc promotion letters dated 22-7-1985 & 31-10-1985 at Exh. 41 colly, a copy of promotion letter dated 28-11-1987 at Exh. 42, a copy of letter dated 13-7-1999 along with Charter of demands at Exh. 43 colly, a copy of Failure Report dated

4-7-2003 at Exh. 47, a copy of Settlement dated 18-10-2002 between Party II and Margao Urban Co-op. Bank Officers Assoc. at Exh. 48, a copy of Settlement dated 18-10-2002 between Party II and Margao Urban Co-op. Bank Employees Union at Exh. 49, a copy of Settlement dated 26-2-1988 between the management of Madgaum Urban Co-op. Bank Ltd. and Madgaum Urban Co-op. Bank Union at Exh. 50, a copy of Settlement dated 28-8-1980 at Exh. 51, a copy of Settlement dated 1-2-1984 at Exh. 52, a copy of Settlement dated 28-2-1992 at Exh. 53, a copy of settlement between Bank and the Employees Union at Exh. 54, a copy of settlement between Bank and the Officers Assoc. at Exh. 55, a copy of salary certificate at Exh. 56, a copy of salary certificate dated 10-1-2003 at Exh. 57, a copy of application for salary certificate dated 11-1-2003 at Exh. 58, a copy of salary certificate dated 16-1-2003 at Exh. 59, a copy of salary sheets of Sep. 2002 and Nov. 2002 at Exh. 60 colly, a copy of acknowledgment letter dated 24-10-2002 at Exh. 61, a copy of letter dated 1-11-2002 to Party II at Exh. 62, copies of individual letters addressed to the Party II at Exh. 63 colly, a copy of application dated 9-11-1999 claiming LTC at Exh. 64, copies of applications dated 17-5-2004 and 5-6-2008 claiming LTC at Exh. 65 colly, copies of applications dated 30-12-2002, dated Nil, dated 31-2-2006 and dated 27-12-2007 at Exh. 66 colly and a copy of application dated 14-8-1990 along with enclosures at Exh. 67 colly. The Party I also examined Shri P. Gaonkar as second witness and produced on record the statement showing difference in basic pay at Exh. 73.

11. On the other hand, the Party II examined Shri Kishor Amonkar as witness and produced on record a copy of Memorandum of settlements between the Bank and workmen dated 17-3-1988 at Exh. 76, Copy of Memorandum of settlements between Bank and workmen dated 28-2-1992 at Exh. 77, a copy of Charter of demands dated 24-3-2000 at Exh. 78, a copy of circular dated 22-10-2002 issued by the Chairman of Party II to all employees at Exh. 79, a copy of circular dated 12-1-2001 issued to all Branch Managers enclosing list of employees of each branch at Exh. 80, copies of medical reimbursement submitted for year 2002 on 7-12-2002 and 2003 submitted on 11-12-2003 by Chandan Naik at Exh. 81 colly, a copy of LTA sanction letter dated 23-6-2003 along with appl. dated 16-6-2003 by Chandan Naik at Exh. 82 colly, a copy of medical reimbursement appl. dated 30-12-2002 submitted by Siddhakumar Amonkar at Exh. 83, a copy of medical reimbursement appl. dated 30-12-2002 submitted by Sandeep Nagvekar

at Exh. 84, a copy medical reimbursement appl. dated 30-12-2002 submitted by Mahesh Kane at Exh. 85, a copies of medical reimbursement appl. dated 27-12-2002 & 31-12-2003 submitted by Raghunath R. Pai Raikar at Exh. 86 colly, a copy medical reimbursement appl. dated 28-12-2002 submitted by Sadashiv Ramnath Naik at Exh. 87, a copy of the Memorandum of settlement dated 30-3-2000 between Indian Banks Assoc. and workmen represented by All India Bank Employees Association at Exh. 88.

12. The Party II witness also produced on record a copy of approval dated 25-6-2003 of the Govt. received through the Dy. Registrar of Co-op. Societies at Exh. 89, a copy of Addl. W.S. cum reply to rejoinder reply filed by Party I at Exh. 90, a copy of reply of the Employer filed before DLC, Margao dated 17-4-2003 at Exh. 91, a copy of rejoinder to reply filed by Party II before Conciliation Officer at Exh. 92, a copy of reply of management dated 12-3-2003 at Exh. 93, a copy of letter Ref. No. 615 dated 18-8-2004 at Exh. 94, a copy of IOM dated 16-8-2004 at Exh. 95, a copy of IOM dated 3-2-2004 at Exh. 96, a copy of letter dated 28-11-2003 at Exh. 97, a copy of IOM dated 20-12-2002 at Exh. 98, a copy of Transfer Order dated 14-2-2002 at Exh. 99, a copy of IOM dated 28-2-2002 at Exh. 100, a copy of IOM dated 13-5-1997 at Exh.101, a copy of IOM dated 20-5-1997 at Exh. 102, a copy of H. O. IOM dated 5-11-1998 at Exh. 103, a copy of letter dated 1-12-1998 at Exh.104, a copy of letter dated 25-11-1998 at Exh.105, a copy of letter dated 6-5-1996 at Exh. 106, a copy of letter dated 27-1-1997 at Exh.107, a copy of IOM dated 12-2-1997 at Exh. 108, a copy of letter dated 13-2-1997 at Exh. 109, a copy of letter dated 15-4-1997 at Exh. 110.

13. The Party II witness also produced on record a copy of IOM dated 1-1-1996 at Exh. 111, a copy of letter dated 9-1-1996 at Exh.112, a copy of leave application dated 9-10-1995 from Sandeep Nagvekar at Exh. 113, a copy of letter dated 28-8-1995 at Exh. 114, a copy of certificate dated 16-3-1995 at Exh. 115, a copy of letter dated 18-4-1995 at Exh. 116, a copy of letter dated 19-6-1995 at Exh. 117, a copy of letter dated 6-2-1995 from Chairman at Exh.118, a copy of letter dated 17-12-1994 at Exh. 119, a copy of IOM dated 23-2-1995 at Exh. 120, a copy of reply dated 3-3-94 from Sandeep Nagvekar at Exh. 121, a copy of letter dated 14-2-1994 at Exh. 122, a copy of letter dated 10-12-1993 at Exh. 123, a copy of letter dated 7-12-1991 at Exh. 124, a copy of resolution No. 5 dated 5-7-1991 at Exh. 125, a copy of letter dated 9-7-1991 at Exh. 126, a copy of IOM dated

31-12-1990 at Exh.127, a copy of letter dated 17-12-1990 at Exh. 128, a copy of letter dated 21-9-1990 at Exh.129, a copy of IOM dated 29-11-1990 at Exh. 130.

14. The Party II witness also produced on record a copy of letter dated 10-8-1990 at Exh. 131, a copy of relieving order dated 6-6-1990 at Exh. 132, a copy of letter dated 23-3-1990 at Exh. 133, a copy of certificate dated 6-3-1990 at Exh. 134, a copy of letter dated 12-9-1990 at Exh.135, a copy of office order dated 18-11-1989 at Exh. 136, a copy of Promotion letter dated 28-11-1987 at Exh. 137, a copy of representation dated 7-9-1998 from Sandeep Nagvekar at Exh. 138, copy of letter dated 18-9-1998 from Mr. Sandeep Nagvekar at Exh. 139, a copy of letter dated 13-8-2004 at Exh.140, a copy of IOM dated 4-10-2004 along with statements at Exh. 141, a copy of IOM dated 2-9-2004 along with statements at Exh. 142 colly, a copy of ROE dated 19-2-2003 with IOM dated 21-1-03 at Exh. 143 colly, a copy of ROE dated 19-2-2003 with IOM dated 7-2-2003 at Exh. 144 colly, a copy of ROE dated 27-3-2003 with IOM dated 10-2-2003 at Exh. 145 colly, a copy of ROE dated 19-4-2004 with IOM dated 5-4-2004 at Exh. 146 colly, a copy of ROE dated 31-12-2003 with IOM dated 12-12-2003 at Exh. 147 colly, a copy of ROE dated 9-12-2003 with IOM dated 20-11-2003 at Exh. 148 colly, a copy of ROE dated 24-6-2003 with IOM dated 16-6-03 at Exh. 149 colly, a copy of ROE dated 24-6-2003 with IOM dated 23-5-2003 at Exh. 150 colly.

15. The Party II also produced on record a copy of letter dated 26-8-2004 at Exh. 151, a copy of letter dated 13-9-2004 at Exh. 152, a copy of letter dated 9-4-2003 at Exh. 153, a copy of letter dated 17-6-2002 at Exh. 154, a copy of letter dated 18-4-2002 at Exh. 155, a copy of Transfer letter dated 14-2-2002 at Exh. 156, a copy of IOM dated 22-2-2002 at Exh. 157, a copy of transfer letter dated 2-7-1997 at Exh. 158, a copy of IOM dated 1-12-1990 at Exh. 159, a copy of IOM dated 28-1-1991 at Exh. 160, a copy of IOM dated 10-12-91 at Exh. 161, a copy of IOM dated 8-12-90 at Exh. 162, a copy of IOM dated 10-7-1990 at Exh. 163, a copy of IOM dated 2-7-1990 at Exh.164, a copy of IOM dated 9-8-1990 at Exh. 165, a copy of IOM dated 20-8-1990 at Exh. 166, a copy of office order dated 6-9-1990 at Exh. 167, a copy of promotion letter dated 29-3-1989 at Exh.168, a copy of IOM dated 12-5-1988 at Exh.169, a copy of letter dated 12-5-1988 at Exh. 170, a copy of letter dated 5-5-1988 at Exh. 171, a copy of letter dated 30-3-1995 from Chandan Naik at Exh. 172, a copy of IOM dated 1-4-2004 at Exh. 173, a copy of letter dated 18-12-2002 at Exh. 174, a copy of transfer

letter dated 14-2-2002 at Exh. 175, a copy of letter dated 16-2-2002 at Exh. 176, a copy of letter dated 1-2-1993 at Exh. 177, a copy of letter dated 30-6-1992 at Exh. 178, a copy of letter dated 26-8-1991 at Exh. 179, a copy of letter dated 10-6-1992 at Exh. 180.

16. The Party II also produced on record a copy of letter dated 12-12-1991 at Exh. 181, a copy of letter dated 30-12-1991 at Exh. 182, a copy of letter dated 3-1-1992 at Exh. 183, a copy of letter dated 30-9-1991 at Exh. 184, a copy of letter from Chandan Naik dated 5-12-1991 at Exh. 185, a copy of letter dated 22-7-1991 at Exh. 186, a copy of letter dated 5-8-1991 at Exh. 187, a copy of letter dated 16-8-1991 at Exh. 188, a copy of letter dated 16-9-1991 at Exh. 189, a copy of letter dated 3-7-1991 at Exh. 190, a copy of letter dated 9-7-1991 at Exh. 191, a copy of letter dated 2-3-1991 at Exh. 192, a copy of letter dated 8-3-1991 at Exh. 193, a copy of IOM dated 25-3-1991 at Exh. 194, a copy of letter dated 16-4-1991 at Exh. 195, a copy of letter dated 19-4-1991 at Exh. 196, a copy of letter dated 30-4-1991 at Exh. 197, a copy of letter dated 25-5-1991 at Exh. 198, a copy of letter dated 10-6-1991 at Exh. 199, a copy of representation dated 22-10-1990 along with enclosures from Mr. Chandan Naik for T.A. & D.A. Bill at Exh. 200 colly.

17. The Party II also produced on record a copy of IOM dated 1-12-90 at Exh. 201, a copy of IOM dated 28-12-1990 at Exh. 202, a copy of IOM dated 25-1-1991 at Exh. 203, a copy of IOM dated 28-1-1991 at Exh. 204, a copy of IOM dated 26-11-1990 at Exh. 205, a copy of IOM dated 22-2-1991 at Exh. 206, a copy of promotion letter dated 29-3-1989 at Exh. 207, a copy of letter dated 2-5-1989 at Exh. 208, a copy of IOM dated 1-2-1990 at Exh. 209, a copy of IOM dated 7-2-1990 at Exh. 210, a copy of office order dated 6-9-1990 at Exh. 211, a copy of Transfer order dated 14-2-2002 at Exh. 212, a copy of letter dated 9-5-1996 at Exh. 213, a copy of letter dated 12-9-1995 from Anil Saudagar at Exh. 214, a copy of letter dated 2-4-1994 at Exh. 215, a copy of letter dated 7-7-1992 at Exh. 216, a copy of letter dated 14-5-1987 at Exh. 217, a copy of letter dated 10-11-1986 at Exh. 218, a copy of letter dated 25-5-1984 at Exh. 219, a copy of letter dated 12-5-1984 at Exh. 220 and a copy of letter dated 22-8-1983 along with certificate at Exh. 221 colly.

18. The Party II also produced on record a copy of letters dated 16-12-2003 & 26-11-2002 of registration of settlements dated 18-10-2002 with Labour Commissioners' office at Exh. 222 colly, a

copy of pay sheets for the month of Sept. and Nov. 2002 in respect of St. Andre Branch at Exh. 223 colly, a copy of pay sheets for the month of Sept. and Nov. 2002 in respect of Court Branch at Exh. 224 colly, a copy of pay sheets for the month of Sept. and Nov. 2002 in respect of Benaolim Branch at Exh. 225 colly, a copy of Increment letter dated 28-11-03 and 5-12-2001 issued to Mr. Sandeep Nagvekar at Exh. 226 colly, a copy of Increment letters dated 18-4-2002, 9-4-2003, 1-4-2004, 1-4-2006 & 1-4-2008 to Mr. Chandan N. Naik at Exh. 227 colly, a copy of Medical expenses claimed by Mr. Chandan Naik with self attested certificate for the year 2003, 2004, 2005, 2006 and 2007 at Exh. 228 colly, a copy of LTC claim application of Mr. Chandan Naik dated 16-6-2003 and 17-8-2006 and sanction letter dated 23-6-2003 and 21-8-2006 at Exh. 229 colly, a copy of Increment letter dated 14-4-2002, 9-4-2003, 1-4-2005 issued to Mr. Siddhakumar Amonkar at Exh. 230 colly, a copy of Medical expenses claimed by Mr. Siddhakumar Amonkar with self attested certificate for the year 2002, 2003, 2004, 2005 and 2006 at Exh. 231 colly, a copy of LTC claim application of Mr. Siddhakumar Amonkar dated 14-6-2002 and 23-6-2003 and sanction letter dated 17-6-2002 and 1-7-2003 at Exh. 232 colly, a copy of Increment letters dated 7-5-2002 and 1-5-2004 issued to Mr. Anil K. Saudagar at Exh. 233 colly, a copy of Medical expenses claimed by Mr. Anil K. Saudagar with self attested certificate for the year 2002, 2003, 2004, 2005, 2006 and 2007 at Exh. 234 colly, a copy of LTC claim application of Mr. Anil K. Saudagar dated 27-11-2002 and 4-1-2006 and sanction letter dated 29-11-2002 and 4-1-2006 at Exh. 235 colly.

19. The Party II also produced on record a copy of Increment letters dated 5-12-2001, 28-11-2003 and 1-12-2005 issued to Mr. Shripad Pingé at Exh. 236 colly, a copy of Medical expenses claimed by Mr. Shripad Pingé with self attested certificate for the year 2002, 2003, 2004, 2005 and 2006 at Exh. 237 colly, a copy of LTC claim application of Mr. Shripad Pingé dated 21-7-2003 and 12-6-2006 and sanction letter dated 9-7-2003 and 16-6-2006 at Exh. 238 colly, a copy of leave application dated 31-10-1997 from Mr. Sandeep Nagvekar at Exh. 239, a copy of leave application dated 3-11-1997 addressed to Mr. Sandeep Nagvekar at Exh. 240, a copy of joining report dated 3-6-1990 from Mr. Sandeep Nagvekar at Exh. 241, a copy of joining report dated 29-11-1985 addressed to Mr. Sandeep Nagvekar at Exh. 242, a copy of authority letter dated 3-3-1990 issued to Mr. Sandeep Nagvekar at Exh. 243, a copy of letter dated 12-1-1990 issued to Mr. Sandeep Nagvekar at Exh. 244, a copy of letter

dated 23-4-1991 issued to Mr. Sandeep Nagvekar at Exh. 245, a copy of letter dated 5-2-1986 from Mr. Sandeep Nagvekar at Exh.246, a copy of letter dated 22-2-1986 issued to Mr. Sandeep Nagvekar at Exh. 247, a copy of letter dated 29-11-1985 issued to Mr. Sandeep Nagvekar at Exh.248, a copy of letter dated 4-5-1990 issued to Mr. Sandeep Nagvekar at Exh. 249, a copy of IOM dated 5-12-1990 issued to Mr. Sandeep Nagvekar at Exh. 250

20. The Party II also produced on record a copy of IOM dated 16-1-1990 issued to Mr. Sandeep Nagvekar at Exh.251, a copy of IOM dated 7-2-1990 issued to Mr. Sandeep Nagvekar at Exh.252, a copy of letter dated 23-2-1994 received from Mr. Sandeep Nagvekar at Exh. 253, a copy of Relieving order dated 24-2-1994 issued to Mr. Sandeep Nagvekar at Exh. 254, a copy of show-cause dated 26-2-1994 issued to Mr. Sandeep Nagvekar at Exh.255, a copy of Leave application dated 20-2-1998 received from Mr. Sandeep Nagvekar at Exh. 256, a copy of IOM dated 2-8-1996 from Mr. Sandeep Nagvekar along with leave application at Exh. 257, a copy of letter dated 23-3-1990 issued to Mr. Sandeep Nagvekar at Exh. 258, a copy of transfer order dated 6-9-88 issued to Mr. Sandeep Nagvekar at Exh. 259, a copy of authority letter dated 7-5-1990 issued to Mr. Sandeep Nagvekar at Exh. 260, a copy of Memorandum of settlement dated 7-12-2002 with Employees Union at Exh. 261, a copy of application for leave encashment dated 20-5-1997 at Exh. 262, a copy of letter dated 20-5-1997 conveying sanction for leave encashment at Exh. 263, a copy of appointment letter of Chandan Naik dated 16-8-1982 at Exh. 264, a copy of letter dated 22-4-1992 at Exh. 265, a copy of letter dated 11-3-1992 at Exh. 266, a copy of letter dated 5-12-1991 from Chandan Naik at Exh. 267, a copy of letter dated 4-11-1991 at Exh. 268, a copy of letter dated 10-6-1991 addressed to Chandan Naik at Exh.269, a copy of letter dated 17-6-1991 issued to Chandan Naik at Exh.270, a copy of letter No. 17/422/91-92 dated Aug., 1991 at Exh. 271, a copy of letter dated 5-6-1991 addressed to Chandan Naik at Exh.272, a copy of representation dated 15-9-1989 at Exh. 273, a copy of letter dated 14-7-1990 addressed to Chandan Naik at Exh. 274, a copy of letter dated 10-7-1990 at Exh. 275, a copy of letter dated 14-5-1988 addressed to Chandan Naik at Exh.276, a copy of letter dated 7-9-1993 addressed to Chandan Naik at Exh. 277, a copy of confirmation letter dated 30-8-1983 at Exh. 278, a copy of pay sheet for the month of Sept, Oct & Nov. 2002 in respect of Margao Branch at Exh. 279 colly.

21. Heard arguments. Notes of Written arguments came to be placed on record by the Party I as well as the Party II.

22. My answers to the above issues are as follows:

Issue No. 1	... In the Negative.
Issue No. 2	... In the Negative.
Issue No. 3	... As per final order.
Issue No. 4	... As per final order.

ADDITIONAL ISSUES

Issue No. 1-A	... In the Affirmative.
Issue No. 2-A	... In the Affirmative.

REASONS

Issue No. 1 and 1-a:

23. Learned Advocate Shri S. P. Gaonkar for the Party I has submitted that although the Party I has raised the number of demands, it is restricting its claim to demand No. 1, 2 and 3 viz. Pay Scale, Dearness Allowance and Additional DA since it is these elements of the wage structure that has been severely altered by the Party II to the prejudice of the workmen and in those demands the Union has claimed new pay scale for the staff employed in clerical capacity and those employed as subordinate staff along with fitment in the new scale. Similarly, the Union has demanded that the existing system of Dearness Allowance should continue and that additional DA in accordance with scheme already prevailing be granted depending upon increase in consumer price index. He further submitted that the main ground for the above demands is that by settlement dated 18-10-2002, the wage structure has been severely changed to the prejudice of the workmen and therefore it should be restored back. He further submitted that in respect of demands pressed, the wage structure that was existing was governed by previous settlement dated 25-9-1997 which has been accepted and is part of service conditions of all the workmen and subsequently by settlement dated 18-10-2002 which was in supersession of the previous settlement, the pay structure was altered as basic pay was substantially increased, the fitment in the new structure was done not only by taking the Basic but by considering the basic and DA as one; additional DA was removed and the DA was severely altered 0.24% of Basic and this percentage decrease for the workmen with higher Basic and as the DA was reduced, the salary was not protected from rise in inflation and increase in consumer price index and the benefit that workmen would have continued to get under old settlement has been reduced under new settlement.

24. Ld. Adv. Shri Gaonkar has further submitted that since by way of settlement the wage structure has been changed, the employer was required to give notice of change under Section 9-A of the Industrial Disputes Act. The Pay sheets of September, 2002 and of November, 2002 show how the structure has been changed which has been admitted by Shri Amonkar, the management witness. He further submitted that Section 9-A puts an embargo on the employer to give the mandatory notice before effecting any change and that it is essential that the matter which required a Section 9-A notice fall under fourth schedule which includes category such as wages, other allowances amongst others, which clearly cover the case at hand. The employer has not produced any notice given by it under Section 9-A of the Act. The Hon'ble Apex Court in the case of **Harmohinder Singh vs. Kharga Canteen, 2001(5) SCC 540**, has observed that to attract Section 9-A, there must be a change in condition of service, the change must adversely affect the workmen and change must relate to matters provided in the fourth schedule. The Apex Court in the case of **Lokmat Newspaper vs. Shankar Prasad, 1996 (6) SCC 275**, has also held that the non-compliance with Section 9-A renders the change non-est and ab initio void.

25. Per contra, Shri K. V. Nadkarny for the Party II has submitted that not a single workman from the Bank has stepped into witness box and examined before the Tribunal to prove its case. There is no issue of reduction in the Basic wage nor is it a part of Charter of demands. There is also no averment in the claim statement about violation of Section 9-A by the Party I. The Tribunal being a creature of reference, can adjudicate matter within the purview of dispute actually referred to it by the order of reference. He further submitted that it is well settled that reference is limited to the dispute between the employer and the workmen employed by them and that Tribunal cannot adjudicate the matters outside the purview of dispute and therefore determination by the Tribunal on the question other than the one which statute directs it to decide would be decision not under the provision of the Act. The Party I have not proved the above issue No. 1, but on the contrary, the Party II has proved that the Settlement dated 18-10-2002 is fair and legal and is binding on the Party I workmen and therefore the issue No. 1 and additional issue 1-A be answered accordingly.

26. Admittedly, the present matter pertains to the order of reference dated 26-8-2003 whereby the Charter of demands raised by the Union vide their letter dated 13-7-1999 has been referred for

adjudication. It is claimed by the Party I that they are restricting their claim to demand No. 1, 2 and 3 regarding pay scale, dearness allowance and additional dearness allowance, which in other words mean that they are giving up demand No. 4 to 20 as per the order of reference/claim statement. The Party I have not given any justification in support of the demands raised by it and on the contrary have given up the demands other than the first three pertaining to pay structure. It is now claimed by the Party I that in October, 2002, the salary structure was unilaterally modified by the Party II without giving reasons or even notice as contemplated under Section 9-A of the Industrial Disputes Act, 1947. There is no issue of reduction in the Basic wage nor is it a part of Charter of demands. There is also no averment in the claim statement about violation of Section 9-A by the Party I as rightly submitted by Shri Nadkarny and therefore on the above count alone, the case of Party I fails.

27. There is also no dispute that the Party II entered into two settlements in October, 2002, one with Madgaum Urban Co-op. Bank Employees Union and the other with Madgaum Urban Co-op. Bank Officers' Association. The Party I has examined witnesses viz. Shri Sandeep Nagvekar, Vice President of Madgaum Urban Co-op. Bank Workers' Association and Shri P. Gaonkar. Shri Sandeep Nagvekar has stated that the earlier settlement signed between the parties expired on 30-6-1999 and on expiry they submitted a fresh charter of demands, however on the day of salary for the month of October, 2002, the salary structure of the employees were altered and they were informed that it was as per the settlement with other union. They thereafter individually wrote to the Party II not to effect the change in the salary structure as they have not accepted the change nor they were the members of the other union. The annual increments provided in the existing scales of pay are low compared to increments provided in scales of pay elsewhere. The existing rate of the dearness allowance is required to be modified. The demand for revision in DA is just, fair and proper. In the cross examination, he admitted that he had applied for the post of Junior Officer and was appointed as Senior Clerk and the persons who are graduates are designated as Sr. Clerks. He also admitted that vide letter dated 6-6-1985, he was promoted on ad-hoc basis as Jr. Officer for one month and thereafter was re-appointed as Jr. Officer and vide letter dated 28-11-1987, he was promoted as Jr. Officer.

28. Shri Nagvekar also admitted that it is a practice in the Bank that clerks promoted to Jr. Officer are posted in branches of the Bank to officiate as branch Manager and that he was posted as officiating Branch Manager at Sanguem branch and that they were paid Managerial allowances on posting as officiating Branch Manager. He also admitted that as per the direction of the head office, the officiating branch manager was disbursing the loan sanctioned by the head office and similarly all the loan documents were also executed by officiating branch manager as per the direction of the head office. He also admitted that as officiating Manager whatever powers conferred under Negotiable Instruments Act and directives from Reserve Bank of India were followed by the Branch Manager. He claimed that he cannot reconcile now whether he and other officers were drawing more than Rs. 15,000/- per month but admitted that the officers viz. S. G. Amonkar, Anil Saudagar, etc. were all drawing salaries more than Rs. 15,000/- per month in the year 2002, which clearly shows that witness of the Party I is not a workman but the officer of the Party II and therefore the submission of Shri Nadkarny that not a single workman from the Bank has stepped into witness box and examined before the Tribunal to prove its case appears to be true as the second witness is an Union leader and not the workman.

29. Shri Nagvekar also admitted that the Party I union has not raised any Charter of Demands on behalf of the Officers of Party II and that 35 members of the Party I includes officers and that on the date of Charter of demands, he was working as Jr. Officer. He also admitted that when papers were sent for registration for their union, he, Shri S. G. Amonkar, Shri Anil Saudagar, Shri Chandan Naik and Shri Sripad Pingre were officers. He also admitted that there was settlement dated 18-10-2002 at Exh. 48 between the management of Party II and Madgaum Urban Co-Op. Bank Officers' Association and another settlement dated 18-10-2002 at Exh. 49 between the management and Madgaum Urban Co-op. Bank Employees Union. He also admitted that by providing the pay scale vide Exh. 49, the Bank has increased the scales 500 times more than what they have claimed, however he claimed that DA is reduced from 80% to 0.22% and by that way the total pay package is reduced. He feigned ignorance to the suggestion that DA allowed by the Party II is based on All India Bank Association settlement.

30. The Party I also examined Shri P. Gaonkar, President of the union. He also claimed that in the month of October, 2002, the salary structure of the employees was altered as the other union had signed terms of settlement thereby reducing the basic wage without their consent which amounts to a violation of Section 9-A of the Industrial Disputes Act. The workmen had submitted their representation informing the management not to reduce their basic wage but inspite of written request, the management continued to implement and paid the reduced payment and the action of the management in reducing the wage has caused financial loss to the employees. In the cross examination, he admitted that the settlement which expired on 30-6-1999 was not signed by his union and the union has not signed any settlement with the Bank. He has also not sent the list of members of his union along with the Charter of demands. He admitted that the members of his union by their individual letter at Exh. 63 colly, informed the management that they are accepting the revised salary under protest and that they are receiving and claiming all the benefits under settlements at Exh. 48 and Exh. 49. He also admitted that based on the settlement, Basic and DA were merged and converted into new basic. He claimed that because of that there is reduction in basic wages, which is contrary to the above admission. He also admitted that on account of revision of wages after the settlement, new fitment has been shown in the statement attached to the settlement. He also admitted that reduction in basic wages is not part of Charter of demands and similarly violation of Section 9-A is not part of reference and that there is no averment in the claim statement about violation of Section 9-A by the Party II.

31. The Party II examined Shri Kishor Amonkar, Chief Executive Officer and designated as Managing Director of the Party II. He deposed that after formation of Employees' union, the management and the said union signed their first wage revision settlement on 28-8-1980 and in 1984, the Officers of the Bank who were not eligible to be the members of the trade union formed Bank Officers' Association and since the signing of the settlement in 1980 and thereafter in 1984, the Bank has executed five wage settlements as per the Charter of demands raised by employees through their recognised union and officers through their recognised union. He also stated that after expiry of previous settlement dated 30-6-1997, the management received a fresh Charter of demands and after negotiations with the union and the Association, amicable settlement was arrived. The Party II never recognised the Party I and there was

no scope to entertain or negotiate at any time with the Charter of demands. All the employees of the Bank have accepted in totality all the benefits and facilities including those monetary benefits and therefore no dispute survive. In the cross examination, he admitted that those persons who were designated as Jr. Officers were doing the duties of clerical nature. He also stated that in the same branch where there is no clerk, the Jr. Officers are doing the duties of clerical nature. He also admitted that if the Basic was higher, the workmen would be entitled for higher HRA instead of SCP.

32. Needless to mention, the settlement in dispute was signed on 18-10-2002 and the benefit of the said settlement was extended to each and every employee of the Bank from the month of Oct, 2002 including Party I workmen. There is also no dispute that the Party II entered into two settlements in October, 2002, one with Madgaum Urban Co-op. Bank Employees Union and the other with Madgaum Urban Co-op. Bank Officers' Association. It is therefore clear that the two settlements arrived at by the Party I and the Union/Association have not been challenged by any of the employees. There is nothing on record that there is alteration in wage structure nor it is a dispute before the Court. The Annexure produced by Shri P. Gaonkar at Exh. 73 showing the difference is an afterthought, which was never relied by it earlier. The Party I have failed to prove by way of evidence that there is a change in pay structure by way of settlement signed between the Bank and Union/Association. It is therefore the submission of Learned Adv. Shri Gaonkar that the employer was required to give notice of change under Section 9-A of the Industrial Disputes Act since by way of settlement the wage structure has been changed and the reliance placed on the above citations pales into insignificance. Needless to mention, the Party I has failed to prove that the demands raised by it vide letter dated 13-7-1997 are legal and justified, on the contrary, the Party II has sufficiently shown that the settlement dated 18-10-2002 is fair and legal and that it is binding on the Party I Union as benefits of the said negotiated settlement were extended to all the employees including Party I workmen, moreover it is not challenged by any of the Party I workmen and therefore, the above issue No. 1 is answered in the negative and the issue No. 1-A is answered in the affirmative.

Issue No. 2 and 2-a:

33. Shri K. V. Nadkarny for the Party II has submitted that the Party I union is a minority union however they have neither submitted the names of

the workers nor submitted the actual number of workers enrolled as members of the union. He further submitted that the witness of the Party I, Shri Nagvekar has stated that as on the date of submission of Charter of demands, the Party I union was representing around 30-35 employees and that he does not remember whether the list of members of the Party I was submitted to the Party II and that some of the members have retired. He also admitted that he does not recollect whether any resolution was taken in a meeting to submit Charter of demands nor he was able to produce the Minutes Book of the year 1999. The witness has also not produced the membership receipts to show that he is the member of the union or the membership register. The witness also admitted that there is no specific provision in the bye-laws which empower the union for raising the Charter of demands asking for wage revision and other service benefits. He also admitted that in the order of reference, the names of the employees who have raised the dispute are not mentioned and therefore it is incomplete and bad in law and therefore the Court has no jurisdiction.

34. Per contra, Ld. Adv. Shri S. P. Gaonkar for the Party I has submitted and rightly so that it is settled law that even a minority union can raise an industrial dispute as held in the case of **Tata Chemicals vs. workmen, 1978 (3) SCC 42** and therefore the contention of Shri Nadkarny that the reference is not maintainable as the Party I union is the minority union cannot be accepted. However, with reference to issue No. 2-A, Shri Nagvekar has admitted on page 12 of the cross examination that except Subhash Dessai, Shri S. J. Amonkar, Anil Saudagar, Chandan Naik, Shripad Pinge and himself were all officers of the Bank. Admittedly, settlements were entered into by two sets of workforce, one by the Bank and the Union and the other by the Bank and the Officers as seen from the settlements at Exh. 48 and 49 respectively and the said settlements have worked well for the benefits of the workers and also the Officers of the Bank. The evidence clearly shows that the witness of the Party I, Shri Nagvekar was an officer of the Bank and not the workman. The Party I have not examined any of the workmen before the Court to prove its case. It is therefore, the Party II has failed to prove that the reference is not maintainable but is able to prove that Shri Nagvekar along with others are not workmen as defined under Section 2(s) of the Industrial Disputes Act and therefore the issue No. 2 is answered in the negative and issue No. 2-A is answered in the affirmative. The Party I having failed to prove issues cast on them, they are not entitled for any reliefs.

35. In the result, I pass the following:

ORDER

- (i) It is hereby held that the demands mentioned in the Schedule raised by the Madgaum Urban Co-operative Bank Workers' Organization vide letter dated 13-7-1999 before the management of M/s. The Madgaum Urban Co-operative Bank Ltd., Madgaum-Goa, are illegal and unjustified.
- (ii) The Party I/Workmen are therefore not entitled to any reliefs.
- (iii) No order as to cost.
- (iv) Inform the Government accordingly.

Sd/-
(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2020-LAB/136

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 24-01-2020 in reference No. IT/24/99 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 18th February, 2020.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Ref. No. IT/24/99

1. Workmen,
Rep. by the President,
Goa Trade & Commercial Workers Union,
Velho Bldg., 2nd Floor, Panjim-Goa.

2. Workmen,
Rep. by the General Secretary,
Gomantak Mazdoor Sangh,
G-5, Macedo Apartment,
Tisk, Ponda,
Goa-403 101. ... Workmen/Party I
[Party I(2) is added vide
order dated 18-2-2004]

V/s

1. M/s. Atlantic Spinning &
Weaving Mills Ltd.,
Xeldem, Quepem-Goa. ... Employer/Party II(1)
2. IDBI Bank Limited,
IDBI Tower,
WTC Complex,
Cuffe Parade,
Mumbai-400 005. ... Employer/Party II(2)

Workmen/Party I represented by Ld. Adv. Shri S. P. Gaonkar along with Shri P. Gaonkar.

Employer/Party II(1) represented by Ld. Adv. Shri M. S. Bandonkar.

Employer/Party II(2) represented by Ld. Adv. Shri M. V. Pai.

AWARD

(Delivered on this the 24th day of the month
of January, of the year 2020)

By Order dated 10-3-1999, bearing No. IRM/CON/SG/(42)/98/1429, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the action of the management of M/s. Atlantic Spinning and Weaving Mills Limited, Xeldem, Quepem, Goa in refusing to concede the following demands of the workmen represented through the Goa Trade and Commercial Workers Union, is legal and justified?"

Demand No. (1): Pay Scales: That each worker should be graded and designated correctly. The pay scale shall be as follows:

Grade	Designation	Pay scales
1	2	3
I	Doffer, Sweeper, M/Cleaner, Feedman	1225- $\frac{100}{5}$ -1725- $\frac{120}{5}$ -2325
II	Slider, Tenter, M/Helper, Winder, Tapeman	1750- $\frac{125}{5}$ -2375- $\frac{170}{5}$ -3225

1	2	3
III	Assistant Fitter, Jobber Helper, Assistant Welder, Checker, Buffer	2250-150-3000-200-4000 <u>5</u> <u>5</u>
IV	Turner, Fitter, Jobber Electrician, Mesien Carpenter	3000-200-4000-275-5375 <u>5</u> <u>5</u>

Demand No. (2): Flat Rise and Basic Salary:

That each worker be paid a sum of Rs. 500/- as flat rise over and above the existing salary as on 1-1-1998. The total consolidated salary as on 1-1-1998 plus flat rise of Rs. 500/- per month be placed in the pay scales given above and fitted in the appropriate pay scales as per their grade and nature of work to be applicable as Basic Pay of each worker with effect from 1-1-1998.

Demand No. (3): House Rent Allowance (HRA):

That each worker be paid a House Rent Allowance at the rate of 10% on the Basic+FDA+ DA salary with effect from 1-1-1998.

Demand No. (4): Fixed Dearness Allowance (FDA):

That each worker be paid a Fixed Dearness Allowance (FDA) at the rate of Rs. 500/- per month with effect from 1-1-1998.

Demand No. (5): Variable Dearness Allowance (VDA):

That with effect from 1-1-1998, each worker be paid a Variable Dearness Allowance (VDA) at the rate of Rs. 2/- per point rise over and above base All India Consumer Price Index 1200 points base (1960=100).

The VDA shall be revised every quarter.

Demand No. (6): Travelling Allowance:

That with effect from 1-1-1998, each worker be paid Rs. 10/- per day towards travelling allowance.

Demand No. (7): Uniform and Washing Allowance:

That each worker be issued two sets of uniform and, further, each worker be paid Rs. 100/- per month towards washing allowance with effect from 1-1-1998.

Demand No. (8): Shift Allowance: That each worker be paid shift allowance @ Rs.10/- per shift for 2nd shift worked; and Rs. 20/- per shift for work done in 3rd shift, with effect from 1-1-1998.

Demand No. (9): Overtime: That whenever a worker is required to work on overtime beyond 8 hours of normal duty, he/she should be paid double the rate of wage PLUS one compensatory off within 10 days of such work.

Demand No. (10): Leave Facilities: That each worker be eligible to the following leave facilities:-

Privilege leave	...	30 days per annum.
Casual leave	...	20 days per annum.
Sick leave	...	10 days per annum.
Holidays	...	12 days per annum.

Demand No. (11): Canteen facilities:

That each worker at M/s. Atlantic Spinning and Weaving Mills Limited should be provided with a subsidized canteen facility with immediate effect to the extent of 75%.

Demand No. (12): Lockers, restroom and eating room:

Should be provided to each workperson.

Demand No. (13): Separate Restroom for Ladies:

Should be provided.

Demand No. (14): Safety Shoes and Umbrellas/Rain Coats:

Should be issued to all workers without any discrimination.

Demand No. (15): Tea and snacks during night shift:

That the management should supply two cups of tea and snacks during each shift.

Demand No. (16): First aid box:

Medicines for first aid facilities should be provided.

Demand No. (17): Water Cooler: That the management should install a water cooler inside the factory.

Demand No. (18): Bonus: That each worker be paid bonus @ Rs. 20%.

(2) *If not, to what relief the workmen are entitled?"*

2. Upon receipt of the reference, IT/24/99 was registered. Notices were issued to both the parties under registered post, upon which both the parties were served. Party I thereafter filed a Claim statement at Exh. 4 and the Party II(1) filed a Written statement at Exh. 8.

3. In short, the case of the Party I is that the Party II(1) is engaged in the manufacturing process of spinning and weaving and it employs more than 600 workmen in the above factory. There were however no proper facilities and service conditions made available to the above workmen in the said factory and were paid a very low wage packet unlike the salaries paid to the workers in similar mills and factories in other parts of the country. The salary paid to the workers does not take care

of rising cost of living index and is highly disproportionate. The Party II(1) company is making huge profit every year and has diverted its unaccounted profits to their various other factories in other parts of the country. If the workmen are made to work on the existing wage packet which is below minimum wage, it would not take care of the cost of living index and they would not be able to maintain the individual workmen and their families. The Party II is discriminating while paying the wages to the unionized workers and the workers of the rival group of the union are being paid more wages as compared to unionized workers. The Party II(1) has entered into agreement before the Dy. Labour Commissioner, Margao with the rival union. The workers are transferred from one department to another department, from one position to another position and from one grade to another grade and due to the above act, the workers were put to tremendous harassment. The Party I workers are not designated and graded properly nor proper pay scale is paid.

4. The company continued flouting the general and mandatory provision laid down under the statute and are made to work according to whims and fancies of the management and due to adamant attitude of the employer, all the workmen got themselves unionized under the banner of Goa Trade and Commercial Workers Union and soon thereafter the Party II(1) resorted to various illegal and unfair labour practices in order to harass and victimize the workmen. The management illegally locked out the mill on 18-4-1996. The Party I raised the dispute on 5-7-1997. The Chief Minister of Goa managed to bring the employer on the negotiating table and minutes of understanding were recorded, however the management did not allow 35 maintenance workers to report for work. The union thereafter raised the objection. The Party I were put to lot of hardships on account of failure on the part of management to implement the minutes. The State machinery tried to bring employer for discussions and an agreement was signed between the union and the management on 20-8-1997 according to which the management was provided employment to all the workers. New workers however have been recruited and the unionized workers were denied employment opportunities.

5. The Party I workmen made several written communication not to harass and victimize the workers, however the Party II(1) continued with its illegal activities and made all efforts to break the unity among the unionized workers. The harassment and victimization continued and were targeted by issuing them false and fabricated

charge sheets, show cause notice and memos to the active committee members. Enquires were initiated but no subsistence allowance were paid. The Party I therefore placed their demands dated 2-7-1998 before the company but it failed to resolve the said demands and as such the Party I sought intervention of the office of the Dy. Labour Commissioner, Margao and it intervened and several notices were issued to the company. The Party II(1) was negligent and was not ready to discuss and settle the issues. The Party I thereafter raised a dispute before the Dy. Labour Commissioner and the matter was admitted in conciliation but it ended in a failure. The demands raised by the Party I are fair and proper. The action of the management in not considering their demands is illegal and aimed towards victimization and harassment to the workers and therefore, the Party II(1) be directed to concede said Charter of demands.

6. In the written statement, the Party II(1) has contended that the Party I is not a recognised union in the establishment of the Party II(1) and the majority of the union are the members of National Textile Union. The majority of the union have signed a settlement with the Party II(1) on the wage revision and other demands of the workmen under Section 2(p) read with Section 18(1) of the Industrial Disputes Act. The company started somewhere in 1988-89. The mill was earlier belonging to Chowgule Group who had closed the mill due to labour agitation and the Party II(1) subsequently purchased the assets of the said mill and invested huge amounts. All the workmen of the mill are being represented by National Textile Employees Union with whom the company has signed several settlements improving the service conditions of the workmen. The workmen were misguided by the union, some of whom resorted to strike and also assaulted and manhandled the Vice President of the mill and ransacked his office and destroyed the property of the company and resorted to illegal and unjustified strike which continued and various unfair labour practices and violent activities at the instigation of the Party I union. The textile union submitted Charter of demands in respect of revision of wages and service conditions of the workmen. The Party II(1) entered into negotiations and after various meetings, signed the settlement on 19-8-1997 giving substantial rise in the wages and other conditions of service. The said settlement was accepted by overwhelming majority of the workmen. There is no justification of the demands whatsoever in the statement filed by the Party I. The Union has not made out any case for grant of the demands. The Charter of demands therefore be rejected.

7. In the rejoinder at Exh. 42, the Party I has denied the case set up by the Party II(1) in the written statement.

8. It is a matter of record that the Party I has filed an application for addition of IDBI Bank to the present proceedings and vide order dated 3-1-2018, the IDBI Bank was added as Party II(2) to the present proceedings. The Party II(2) thereafter filed a written statement at Exh. 50 inter-alia contending that the Party I has no locus standi to implead the Party II(2) since the Party I is a stranger to the business loan availed by the Party II(1) which was secured against mortgaged assets of Party II(1). The Party II(2) always help the clients of the Bank including Party II(1) in all four corners and round the ways within the frame work of rules and procedures of banking business. All the legal enforceable debts under different accounts of the Party II(1) due and payable in respect of business loan account along with interest account are outstanding dues payable to Party II(2) Bank being public money and is entitled to recover the same by auctioning the mortgaged property and in the interest of justice, the Party I in no way entitled to interrupt in the normal course of action of the Bank in the course of banking procedure under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and also without intervention of the Court which is a Central Act enacted by the Parliament to safeguard and to recover the public money of the Bank and therefore the reference be dismissed.

9. Issues that came to be framed at Exh. 43 are as follows:

- (1) Whether the Party I proves that the demands raised by it are just, fair and proper?
- (2) Whether the Party I proves that the action of Party II in not considering the demands raised by it is high handed and aimed towards victimization and harassment to its workers?
- (3) Whether the Party II proves that it had permanently closed its factory/establishment and therefore they are not liable to meet the demands?
- (4) What Relief? What Award?

10. In support of his claim, Party I examined Shri P. Gaonkar as witness and produced on record a copy of order dated 2-2-2018 of Labour Commissioner at Exh. 56, copies of order of references dated 4-6-2001, 12-6-2002 and 20-7-2005 representing the workmen against the Party II(1)

at Exh. 57 colly. The Party I also examined Shri Raghuvir Sheldekar as second witness and produced on record a copy of attendance card issued by Party II for the month of April, 1996 at Exh. 61, a copy of identity card issued by the ESI Corpn. at Exh. 62, a copy of letter dated 27-6-2006 from the Party II to the Party I at Exh. 63, a copy of letter dated 24-2-2007 from the Party II to the Party I at Exh. 64, copy of Official Gazette No. GR/RNP/GOA/32 dated 30-4-2003 at Exh. 65, a copy of Official Gazette No. 1244 dated 15-3-2007 at Exh. 66 and a copy of notice dated 1-12-2011 at Exh. 67.

11. On the other hand, the Party II(1) examined Shri Dayanand Naik as witness and produced on record a copy of list 45 workmen along with the dues paid at Exh. 71, a copy of closure notice at Exh. 72, copies of receipts at Exh. 73 colly, copies of Annual report for the year 1996-97, 1997-98 and 1998-99 at Exh. 74 colly, a copy of Balance Sheet as on 31-3-2001 and Profit and Loss account at Exh. 75, a copy of Balance Sheet as on 31-3-2002 and Profit and Loss Accounts at Exh. 76, a copy of Balance Sheet as on 31-3-2003 and Profit and Loss Accounts at Exh. 77, a copy of Balance Sheet as on 31-3-2008 and Profit and Loss Accounts at Exh. 78 and a copy of letter dated 4-6-2013 addressed to IDBI Bank at Exh. 79. The Party II(2) examined Shri Ashish Aggarwal as witness and produced on record a copy of letter dated 06-10-2005 addressed to the Chief Manager, Panaji Branch at Exh. 86, a copy of letter dated 06-10-2005 addressed to the Chief Manager, Panaji Branch at Exh. 87, a copy of postal acknowledgment slip addressed to Shri V. K. Jain along with copy of legal notice dated 04-09-2009 addressed to the Managing Director, Atlantic Spinning & Weaving Mills Ltd., Secunderabad, etc. at Exh. 88 colly, a copy of Possession Notice dated 9-4-2010 at Exh. 89, a copy of order dated 9-10-2018 at Exh. 90, a copy of Authority letter dated 15-1-2019 at Exh. 91.

12. Heard arguments. Notes of Written arguments came to be placed on record by the Party I, Party II(1) as well as the Party II(2).

13. My answers to the above issues are as follows:

- | | | |
|-------------|-----|---------------------|
| Issue No. 1 | ... | In the Negative. |
| Issue No. 2 | ... | In the Negative. |
| Issue No. 3 | ... | In the Affirmative. |
| Issue No. 4 | ... | As per final order. |

REASONS

Issue No. 1 and 2:

14. Learned Advocate S. P. Gaonkar for the Party I has submitted that the Party I is restricting its claim with respect to the amount to be paid in accordance with statutory minimum wages as the Party II(1) till the time it was operational had not been paying wages in accordance with minimum wages as prescribed under Minimum Wages Act, 1948. The witness of the Party I has deposed that though there was settlement dated 10-10-2001, the wages therein are below the statutory minimum wages and that the company was manufacturing cotton and synthetic yarn. The Minimum Wages Notification for the year 2003 and 2007 produced by the Party I in respect of the Scheduled industry is pertaining to thread yarn spinning including handloom weaving. The employer was manufacturing cotton and synthetic yarn but was also engaged in the activity of thread yarn spinning which was covered by the above Notifications. The witness of the Party I, Shri Raghuvir has categorically deposed that the Party II(1) was engaged in thread yarn spinning and that there were more than 100 workers working in the company in the year 2000. It is thus clear that the Party II was engaged in thread yarn spinning and it was part of manufacturing process and therefore the minimum wage Notification is applicable to the Party II(1) and therefore the Party II(1) be directed to pay the workmen the statutory minimum wages from the date of reference till the date of closure and in support thereof, he relied upon the case of **M/s. Crown Aluminum Works vs. their Workmen, AIR 1998 SC 330.**

15. There cannot be any dispute that the Government of Goa vide order dated 10-3-1999 made reference before the Tribunal in connection with Charter of demands raised by Goa Trade and Commercial Workers Union pertaining to revision of service conditions of the workmen. No evidence has been led pertaining to the said demands. There are also no averment made in the statement of claim that the Party II(1) is not paying minimum wages to its workmen nor the demand was made to pay minimum wages. The Party II in the written statement has claimed that the wages paid were reasonable and the settlement was signed with the committee and that the company has been making losses and therefore there is no case for revision of service conditions. Curiously enough, the Party I have not led any evidence on the demands namely revision of pay scales and other demands reflected in the schedule of the order dated 10-3-1999. No justification has been shown

for revision of service conditions as stated in the Charter of demands. There is absolutely no evidence on record that the revision of service conditions of the workmen as stated in the Charter of demands can be granted or that the action in not considering the demands is high handed and aimed towards victimization and harassment to its workers.

16. The Party I is now demanding minimum wages as per Notifications dated 30-4-2003 and 14-3-2007 issued by the Government of Goa at Exh 65 and 66 respectively in connection with the 'Employment in cotton textile, cotton spinning, cotton pressing, manufacture of cotton fibre, thread yarn spinning and weaving including handloom weaving'. The witness of Party I, Shri Puti Gaonkar for the first time in the affidavit filed on 2-8-2018 has stated that the settlement dated 10-10-2001 relied upon by Party II cannot be effected as the wages mentioned therein are less than Minimum Wages Notification prevalent at the time of weaving industry and the said Notification and the subsequent revisions will have to be taken into consideration. Shri Raghuvir Sheldekar thereafter claimed that the State of Goa by Minimum Wage Notifications had regularly increased the wages but the employer never honoured the Notifications and used to pay below the statutory minimum wages. He produced the above Notifications. The said Notifications pertain to cotton textiles. There is no evidence on record that the company is manufacturing cotton textile. Shri Dayanand Naik has categorically stated that the company was manufacturing synthetic yarn and never manufactured cotton yarn or any product of cotton and therefore the said Notifications are not applicable to the case at hand. The Court has also no jurisdiction to go into the applicability of the said Notifications unless the matter is specifically referred to. The reference does not speak that the Tribunal should enquire into the validity of the Notifications and therefore it is beyond the jurisdiction of the Tribunal to go into the validity of the said Notifications as rightly submitted by Ld. Adv. Shri M. S. Bandodkar for the Party II(1).

17. Moreover, the Authority for issuance of the above Notifications under Minimum Wages Act, 1948 for the State of Goa is the Commissioner of Labour. The Competent authority held by order dated 25-3-2004 that the said Notification is applicable to the Party II(1) under Section 20(2) of the Minimum Wages Act and the claim filed by the Labour Inspection is legal and justified and the employees mentioned therein are entitled to the difference claimed under the Minimum Wages Act,

1948. The order was challenged by the Party II(1) before the Hon'ble High Court of Bombay at Goa and the Hon'ble High Court has observed that the question of applying the provisions of Minimum Wages Act to the Party II(1) does not arise and that the competent authority has failed to appreciate the evidence in accordance with law and that there is no discussion that the thread yarn mentioned in the Notification would also include synthetic yarn and therefore the order was quashed and set aside and the Authority was directed to decide the case afresh after hearing the parties in accordance with the law.

18. There is nothing on record that the said Authority has decided the matter as directed by the Hon'ble High Court and therefore the said Notification cannot be made applicable to the case at hand. There are also no pleadings in the statement of claim about non-payment of minimum wages to the workers. There is also no evidence that the Party II(1) was paying its workers less than the minimum wages applicable to the company and that they are entitled for the difference. No evidence has been led to show the amount due on account of non-payment of minimum wages. Mere statement by witness of the Party I, Shri Puti Gaonkar that the wages mentioned in the settlement dated 10-10-2001 are less than the Minimum Wage Notification prevalent at that time is not sufficient as admittedly he was never employed in the company and that he has no personal working knowledge in the company. The witness Shri Raghuvir Sheldekar who claims that all the wages of the workmen were below the statutory minimum wages, has not produced any documents to show that he was being paid Rs. 62/- per day in 2005 for semi skilled work or that they have been paid less than minimum wages. The reliance placed by Party I on the case **M/s. Crown Aluminum Works**, supra is not applicable to the case at hand as that Party I has failed to prove issues cast on it nor it is shown that Notifications are applicable to them. The Party I have thus failed to prove that the above Notifications are applicable to the company or that its claim of payment of wages as per the said Notifications is justified or that the demands raised by it are just, fair and proper and that the action of the Party II(1) in not considering the demands raised by it is high handed and aimed towards victimization and harassment towards its workers. It is therefore the above issues are answered in the negative.

Issue No. 3:

19. Learned Adv. Shri M. S. Bandodkar for the Party II(1) has submitted that it is admitted by Shri Puti Gaonkar in the affidavit that the undertaking was closed in 2011. The company had issued the closure notice and thereafter all the workers employed with the Party II were paid their legal dues as seen from the receipts at Exh.73 colly. There were only 45 workmen at the time of closure. No evidence has been adduced by the Party II(1) as to how the provision of Section 25-FFA and Section 25-O are applicable to the case at hand as the witness, Shri Dayanand has admitted in the cross examination that there are no documents that the company was functioning after 2-12-2011 and therefore, the above issue be answered in the affirmative. As against that, Learned Adv. Shri S. P. Gaonkar for the Party I has submitted that there were more than 100 workers employed with Party II(1). The factum of closure is a subsequent event and the burden to prove the same is upon the employer. The Party II(1) has not followed the provisions of Chapter V-B and has not obtained permission under Section 25-O of the Industrial Disputes Act. The witness, Shri P. Gaonkar has deposed that in the year 2010 there were more than 100 workers. The management has produced on record a list of 45 workers and has contended that only 45 people were employed before the closure. The witness however had not seen the appointment letters and salary slips of the said workers and had not seen the muster roll before preparing the list. There were clearly more than 45 workers in 2011 but the witness had deliberately suppressed the fact. He further submitted that the Apex Court in the case of **Mackinnon Mackenzie Ltd. vs. Mackinnon Employees Union, 2015(4) SCC 544** has held that the closure in violation of statutory provisions like 25-FFA and Chapter V-B is void ab initio and therefore, the above issue be answered in the negative.

20. Admittedly, Section 25-FFA and Section 25-O of Chapter V-B of Industrial Disputes Act is applicable if the company has employed more than 100 workers at the time of closure of the company. The Party II(1) has produced on record a list of 45 employees at Exh. 71. There is no counter list produced by the witnesses of the Party I. Shri Puti Gaonkar has claimed that the company employed more than 100 workers during the year preceding the alleged closure and therefore it was mandatory on the company to obtain permission under Section 25-O of the Act and hence the closure is not the closure in the eyes of law and under Section 25-FFA, the employer has to give an advance notice

of 60 days before effecting any closure and that no such notice has been given and as such the alleged closure is void and the liability towards the workers still continues. Shri Puti Gaonkar in Para 5 of the affidavit has stated that the company has mentioned that it has closed down its undertakings w.e.f. 2-12-2011 and that the said closure is illegal, which clearly shows that the Party I has admitted the closure of the company. In the cross examination also, he has admitted that he does not have any documents to show that the company was functioning after 2-12-2011 and that he has not filed any complaint to the Government that the company has violated Section 25-FFA of the Industrial Disputes Act.

21. The witness, Shri Raghuvir Sheldekar although claimed that there were about 100 workmen working after 2007 in the company was unable to produce the list of the workers working in the said company. He was also unable to give their names although he claimed that in 2000 also, there were more than 100 workmen nor produced any documents in support thereof. He however admitted that he was suspended in the year 2005 and terminated in the year 2007 and that he raised the dispute and the matter was settled. He also admitted that he was not in service in 2008 and does not know what transpired in the company in 2011 and do not know if the company was closed in the year 2011 or that the notice dated 1-12-2011 was displayed in the notice board and the copies were sent to the authorities concerned. Exhibit 67 is the notice of closure to all the workers/staff, copies of which was sent to the authorities concerned.

22. Exh. 73 colly are the receipts of the amount paid to the 45 workers of the company who confirmed having received the cheques in full and final settlement of their claims arising out of their employment/closure of the factory at Xeldem and that they have no claim of whatsoever nature against the management. None of the workmen have been examined by the Party I to prove its case. No documentary evidence has been produced by the Party I as to how the provision of Section 25-FFA and Section 25-O is applicable. There is also no dispute that the entire establishment has already been taken over by the Party II(2). The witness of the Bank viz. Ashish Agrawal has clearly stated that on account of non-compliance of the legal demand notice and non-payment of legal enforceable debt by Party II(1), Possession Notice dated 9-4-2010 was issued to the Party II(1) attaching the possession of the mortgaged/hypothecated property and

therefore, the evidence on record clearly shows that there were 45 workmen working in the company and that they have accepted the legal dues after closure of the establishment on 1-12-2011. It is therefore, the issue No. 3 is answered in the affirmative.

Issue No. 4:

23. The Party I has impleaded Party II(2), IDBI Bank Ltd., who has attached the property of the Party II(1) as per the provisions of SARFAESI Act, 2002. No reliefs against the Party II(1) or Party II(2) can be granted in view of the fact that the Party I had not proved any issues cast on it. The Party I have also failed to prove that the action of the management of M/s. Atlantic Spinning and Weaving Mills Ltd., Xeldem, Quepem in refusing to concede the demands of the workmen is illegal and unjustified and that the Party II(1) has not been paying wages as prescribed under Minimum Wages Act in terms of Notification for the year 2003 and 2004, so also that the closure of Party II(1) establishment was illegal as no permission had been taken in terms of Section 25-FFA and Section 25-O of the Industrial Disputes Act and therefore, no relief as claimed by the Party I can be granted.

24. In the result, I pass the following:

ORDER

- (i) It is hereby held that the action of the management of M/s. Atlantic Spinning and Weaving Mills Limited, Xeldem, Quepem, Goa in refusing to concede the demands of the workmen represented through the Goa Trade and Commercial Workers Union, is legal and justified.
- (ii) The Party I/Workmen are therefore not entitled to any reliefs.
- (iii) No order as to cost.
- (iv) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

◆◆◆
Department of Personnel

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Order

No. 5/9/2018-PER-A/599

On the recommendation of the Departmental Promotion Committee as conveyed by Goa Public Service Commission vide letter No. COM/II/11/42(1)/

/2019/383 dated 17-02-2020, the Governor of Goa is pleased to promote and appoint under Rule 17 of Goa Civil Service Rules, 2016, read with Rule 8 (b) of the said Rules, the following Officers holding the posts included in Schedule-II of the said Rules to Junior Scale post of Goa Civil Service, Group 'A' Gazetted, in the Level 10 of CCS (RP) Rules, 2016 with immediate effect:-

1. Shri A. S. Mahatme.
2. Shri Ramesh P. Naik.
3. Smt. Darshani Samir Dessai.
4. Shri Bala T. Korgaonkar (SC).
5. Shri Amir Yeshwant Parab.
6. Shri Raju Rogunath Dessai.
7. Shri Antonio Savio Lourenco.
8. Shri A. V. Redkar.
9. Shri Ulhas N. Kadam.
10. Shri Tipanna S. Maddimani.
11. Smt. Ashweta A. Redkar.
12. Smt. Sandra De Souza.
13. Smt. Asha Harmalkar.
14. Smt. Swati Dalvi.
15. Smt. Deepali D. Naik.
16. Shri Aleixo Francisco Vaz.
17. Smt. Violet B. Gomes.
18. Shri Shrikant K. Mahalunkar.
19. Smt. Chandrawa Bhandari.
20. Smt. Begum Lobo.
21. Shri Rajesh S. Ajgaonkar.
22. Smt. Seema Salkar @ Veera Nayak.
23. Shri Satish R. Prabhu.
24. Shri Madhu G. Narvekar (ST).
25. Shri Ravishekhar G. Nipanikar.
26. Shri Joao B. Fernandes (ST).
27. Smt. Fatima Saldina de Souza.
28. Shri Pandurang T. Talgaonkar.
29. Shri Dinesh Pawar.
30. Shri Deepak Pandharinath Vaingankar.
31. Smt. Sapna S. Naik Bhandodkar.
32. Smt. Isha Mayur Sawant.
33. Shri Abhir Chandrakant Hede.
34. Shri Ramesh N. Gaonkar (ST).

The Officers shall be on probation for a period of two years from the date of their joining. The Officers shall exercise their option for fixation of pay in promotional grade in terms of F.R. 22 (I)(a) (1), within a period of one month from the date of issue of the order. The option once exercised shall be final.

On promotion, the Officers shall continue to hold the post presently held by them until further orders. The instructions for drawing of salary of the officers at serial No. 4 & 21 to 34 are being issued separately.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 19th February, 2020.

Order

No. 6/11/2019-PER/606

Read: Order No. 6/11/2019-PER/596 dated 19-02-2020.

Approval of the competent authority is accorded to draw the salary of below mentioned Officers promoted to Senior Scale of Goa Civil Service vide order read in the preamble, from the date of their joining/acceptance of the order of promotion in relaxation to F.R. 17(1):

Sr. No.	Name of the officer	Salary to be drawn against the post of
1	2	3
1.	Shri Umakant N. Korkankar	Director, Handicrafts, Textile & Coir.
2.	Smt. Fransquinha Oliveira	Additional Director of Vigilance-I.
3.	Shri Paresh Fal Desai	Superintendent of Jails.
4.	Shri Sudhir S. Kerkar	Commissioner of Departmental Inquiries.
5.	Shri Shankar B. Gaonkar	Joint Director, ICDS, Directorate of Women & Child Development.
6.	Smt. Triveni Paik Velip	Joint Secretary to Government.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 19th February, 2020.

Order

No. 5/9/2018-PER-B/598

Read: Order No. 5/9/2018-PER-A dated 19-02-2020.

The salary of the Officers mentioned in column 2 promoted to Junior Scale of Goa Civil Service vide order read in preamble shall be drawn

against the Junior Scale posts mentioned in column 3 with effect from the date of accepting the promotion until further order in relaxation to F.R. 17(1):-

Sr. No.	Name and feeder grade of the promoted officer	Pending posting salary to be drawn against the post of
1	2	3
1.	Shri Bala T. Korgaonkar	Deputy Director (Admn.), AH & VS.
2.	Shri Rajesh S. Ajgaonkar	Deputy Director (Admn.), Transport.
3.	Smt. Seema Salkar @ Veera Nayak	Deputy Director (Admn.), Printing & Stationery.
4.	Shri Satish R. Prabhu	Deputy Collector, South-1.
5.	Shri Madhu G. Narvekar	Deputy Director (Admn.), Electricity.
6.	Shri Ravishekhar G. Nipanikar	Deputy Registrar of Co-op. Societies (Admn.).
7.	Shri Joao B. Fernandes	Deputy Collector & SDO-II, Salcete.
8.	Smt. Fatima Saldina de Souza	Under Secretary, Budget-I.
9.	Shri Pandurang T. Talgaonkar	Deputy Director, Labour & Employment.
10.	Shri Dinesh Pawar	Deputy Director (Admn.), Goa Dental College.
11.	Shri Deepak Pandharinath Vaingankar	Deputy Director (Admn.), Panchayats.
12.	Smt. Sapna S. Naik Bandodkar	Deputy Registrar of Co-op. Societies (Tech.).
13.	Smt. Isha Mayur Sawant	Deputy Collector, North-2.
14.	Shri Abhir Chandrakant Hede	Administrative Officer, Hospicio Hospital, Margao.
15.	Shri Ramesh N. Gaonkar	Assistant Commissioner of Excise-II.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 19th February, 2020.

Order

No. 6/13/2017-PER/579

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order the transfer and posting of the following Officers of

Goa Civil Service, in public interest, with immediate effect:-

Sr. No.	Name and present posting of the officer	Posted as
1.	Shri G. P. Pilernkar, Additional Inspector General of Prisons with additional charge of Superintendent of Jails	Inspector General of Prisons with additional charge of M. D., Goa State SC & OBC Finance Development Corporation.
2.	Shri Ashutosh Apte, Inspector General of Prisons with additional charge of M. D., Goa State SC & OBC Finance Development Corporation	Additional Inspector General of Prisons with additional charge of Superintendent of Jails.

Shri S. V. Naik, M. D., Goa Education Development Corporation shall also hold additional charge of Project Director, Samagra Shiksha Abhiyan.

Shri Prasanna Acharya, under transfer, shall draw the salary from Leave and Training Reserve from the date of relieving from the post of Additional Collector (I), South, until further orders.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 18th February, 2020.

Order

No. 6/11/2019-PER/596

On the recommendation of the Departmental Promotion Committee as conveyed by Goa Public Service Commission vide letter No. COM/II/11/42(1)/2020/382 dated 17-02-2020, the Governor of Goa is pleased to promote the following Junior Scale Officers of Goa Civil Service to Senior Scale of the Goa Civil Service (Group 'A' Gazetted), under Rule 31 of Goa Civil Service Rules, 2016, in Level 11 of CCS (RP) Rules, 2016, with immediate effect:-

1. Smt. Aisha Amir Vaingankar.
2. Smt. Neetal P. Amonkar.
3. Smt. Sushama D. Kamat.
4. Smt. Maria Seomara De Sousa.
5. Shri Gourish J. Shankhwalkar.
6. Shri Arvind B. Khutkar.
7. Shri Pipi T. Murgaonkar.
8. Shri Sagun R. Velip.

9. Shri Mahadev J. Araundekar.
10. Shri Harish N. Adconkar.
11. Smt. Sarita Sadashiv Marathe alias Gadgil.
12. Smt. Sangeeta S. Rawool alias Porob.
13. Shri Umakant N. Korkankar.
14. Smt. Fransquinha Oliveira.
15. Shri Paresh M. Fal Desai.
16. Shri Sudhir S. Kerkar.
17. Shri Shankar B. Gaonkar.
18. Smt. Triveni Paik Velip.

The Officers shall exercise their option for fixation of pay in promotional grade in terms of F.R. 22(I)(a)(1), within a period of one month from the date of issue of the order. The option once exercised shall be final.

On promotion, the Officers shall continue to hold the post presently held by them until further orders.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 19th February, 2020.

Notification

No. 7/3/2019-PER/608

- Read: 1) Notification No. 7/3/2019-PER/2346 dated 29-08-2019.
- 2) Notification No. 7/3/2019-PER/2350 dated 30-08-2019.
- 3) Order No. 7/3/2019-PER/1453 dated 23-10-2019.
- 4) Notification No. 7/3/2019-PER/3013 dated 04-11-2019.

In partial modification of the Notifications and Order read in preamble, the Governor of Goa is pleased to order allocation of work/Department to the following Secretaries to the Government with immediate effect:-

Sr. No.	Name & Designation	Department
1	2	3
1.	Shri S. K. Bhandari, IAS (2004), Secretary (Transport)	1. Transport. 2. Factories and Boilers. 3. Social Welfare. 4. Women and Child Development. 5. Tribal Welfare.

1	2	3
2.	Shri Sanjay Kumar, IAS (2008), Secretary (Revenue)	1. Revenue. 2. NRI Affairs. 3. Information Publicity. 4. Information Technology. 5. Labour & Employment.
3.	Shri Chokha Ram Garg, IAS (2008), Secretary (Art & Culture).	1. Art & Culture. 2. Skill Development & Entrepreneurship. 3. Archaeology. 4. Archives. 5. Co-operation. 6. Law & Judiciary and Legislative Affairs.
4.	Dr. Tariq Thomas, IAS (2011), Director of Urban Development	Special Secretary (Personnel, Home and Vigilance) in addition to Director of Urban Development.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 20th February, 2020.

Department of Public Health

Order

No. 44/28/2017-I/PHD/341

Government is pleased to transfer the following Health Officers under Directorate of Health Services and post them at the places indicated in Col. No. 4 against their names with immediate effect, until further orders:-

Sr. No.	Name of the Health Officer	Present place of posting	Transferred and posted at
1	2	3	4
1.	Dr. Cheryl D'Souza, Health Officer	PHC, Siolim	Urban Health Centre, Mapusa vice Dr. Sadhana Shetye transferred.
2.	Dr. Sadhana Shetye, Health Officer	UHC, Mapusa	Primary Health Centre, Siolim vice Dr. Cheryl D'Souza transferred.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health).
Porvorim, 14th February, 2020.

Order

No. 45/3/2009-I/PHD/330

Read: Memorandum No. 45/3/2009-I/PHD/2578 dated 12-11-2019.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/24(3)/2016/1114 dated 15-10-2019, Government is pleased to appoint Dr. Lynette Maria Fernandes to the post of Junior Gynaecologist (Group "A" Gazetted) in the Pay Matrix under Level 10 under the Directorate of Health Services with immediate effect as per the terms and conditions contained in the Memorandum cited above.

Dr. Lynette Maria Fernandes shall be on probation for a period of two years from the date of her joining.

Dr. Lynette Maria Fernandes has been declared medically fit by the Medical Board and her character and antecedents have been verified by the District Magistrate, North Goa District, Panaji, Goa.

Dr. Lynette Maria Fernandes is posted at Sub District Hospital, Ponda against the vacant post of Junior Gynaecologist occurred due to the acceptance of voluntary retirement of Dr. Deelip Kerkar vide Order No. 44/10/2009-I/PHD/2487 dated 28-9-2018.

By order and in the name of the Governor of Goa.

Swati Dalvi, Under Secretary (Health-II).

Porvorim, 14th February, 2020.

Order

No. 45/5/2009-I/PHD/337

Read: Memorandum No. 45/5/2009-I/PHD/2323 dated 14-10-2019.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/24(3)/2019/206 dated 20-9-2019, Government is pleased to appoint Dr. Shekhar Akarkar to the post of Senior Ophthalmic Surgeon (Group "A" Gazetted) in the Pay Matrix under Level 11 under the Directorate of Health Services with immediate effect as per the terms and conditions contained in the Memorandum cited above.

Dr. Shekhar Akarkar shall be on probation for a period of two years from the date of his joining.

Dr. Shekhar Akarkar has been declared medically fit by the Medical Board and his character and antecedents have been verified by the District Magistrate, South Goa District, Margao, Goa.

Dr. Shekhar Akarkar is posted at Hospicio Hospital, Margao against the vacant post of Senior Ophthalmic Surgeon occurred due to the acceptance of resignation of Dr. Uma Kamat vide Order No. 44/15/2013-I/PHD/255 dated 21-1-2019.

By order and in the name of the Governor of Goa.

Swati Dalvi, Under Secretary (Health-II).

Porvorim, 13th February, 2020.

Order

No. 4/1/2020-II/PHD/457

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/12/30(1)/2020/330 dated 28-01-2020, the Government is pleased to declare Shri Vivek Prabhakar Vajarathkar, Lecturer in Occupational Therapy, in the Department of Allied Health Science Courses, Goa Medical College as having satisfactorily completed his probation period of two years w.e.f. 01-12-2016 to 30-11-2018, and to confirm him in the post of Lecturer in Occupational Therapy, in the Department of Allied Health Science Courses, Goa Medical College, Bambolim, with effect from the date of completion of his probation period.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health)/Link.

Porvorim, 18th February, 2020.

Order

No. 4/1/2020-II/PHD/458

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/12/30(1)/2020/331 dated 28-01-2020, the Government is pleased to declare Ms. Alisha Lilia Gracias, Lecturer in Physiotherapy, in the Department of Allied Health Science Courses, Goa Medical College as having satisfactorily completed her probation period of two years w.e.f. 29-11-2016 to 28-11-2018, and to confirm her in the post of Lecturer in Physiotherapy in the Department of Allied Health Science Courses, Goa Medical College, Bambolim, with effect from the date of completion of her probation period.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health)/Link.

Porvorim, 18th February, 2020.

Order

No. 4/1/2020-II/PHD/459

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/12/30(1)/2020/327 dated 28-01-2020, the Government is pleased to declare Smt. Shweta Bhushan Savaikar, Lecturer in Clinical Psychology, in the Department of Allied Health Science Courses, Goa Medical College as having satisfactorily completed her probation period of two years w.e.f. 30-12-2016 to 29-12-2018, and to confirm her in the post of Lecturer in Clinical Psychology in the Department of Allied Health Science Courses, Goa Medical College, Bambolim, with effect from the date of completion of her probation period.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health)/Link.
Porvorim, 18th February, 2020.

Order

No. 38/84/2016-I/PHD/354

Read: Government Order No. 38/84/2016-I/PHD/2263 dated 09-10-2019.

Government is pleased to accept the resignation tendered by Dr. Shashikant Shiolkar, Medical Officer under Directorate of Health Services and he is hereby relieved from the said post of Medical Officer under Directorate of Health Services w.e.f. 21-10-2019 (a.n.).

This issues in supersession of the Order No. 38/84/2016-I/PHD/2263 dated 09-10-2019.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health).
Porvorim, 20th February, 2020.

Order

No. 44/21/2017-I/PHD/Part-III/336

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/12/24(1)/19/319 dated 21-01-2020, the Government is pleased to declare the following Doctors under Directorate of Health Services as having satisfactorily completed their probation period of two years with effect from the date indicated against their names and to confirm them in the post of Medical Officer with effect from the date of completion of their probation period:-

Sr. No.	Name of Doctor	Date of joining regular service as Medical Officer	Date of completion of probation period
1.	Dr. Melinda Margarida Crasto e Costa	30-06-2012	29-06-2014.
2.	Dr. Nafisa Catherine Vaz	30-06-2012	29-06-2014.
3.	Dr. Umali A. Rohidas alias Kerkar	29-06-2012	28-06-2014.
4.	Dr. Rashmi Rama Gauns Dessai	09-07-2012	08-07-2014.
5.	Dr. Marina Denizia Fernandes	03-07-2012	02-07-2014.
6.	Dr. Trupti Arwind Saglani	30-06-2012	29-06-2014.
7.	Dr. Rima Pradeep Lawande	13-08-2012	12-08-2014.
8.	Dr. Romilda Rebelo	30-06-2012	29-06-2014.
9.	Dr. Subodh Somnath Naik	01-10-2012	30-09-2014.
10.	Dr. Amit Kantilal Sawant	03-07-2012	02-07-2014.
11.	Dr. Darshana Umesh Naik	01-10-2012	30-09-2014.
12.	Dr. Mithila Subhash Khandolkar	09-07-2012	08-07-2014.
13.	Dr. Deval Savalo Naik	14-09-2012	13-09-2014.
14.	Dr. Raksha Ratankumar Borkar	06-07-2012	05-07-2014.
15.	Dr. Siona Sweta Xavier	01-08-2012	31-07-2014.
16.	Dr. Arsy Rebello	05-07-2012	04-07-2014.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health-II).
Porvorim, 14th February, 2020.

Addendum

No. 22/4/2001-I/PHD/344

Read: Order No. 22/4/2002-I/PHD dated 02-06-2014.

In the first para of the Government Order read at preamble, after the words "Shri Vasishtha D. Kotecha" the following word shall be added:-

"(PH-Speech and motor function)"

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health).

Porvorim, 14th February, 2020.

Corrigendum

No. 44/21/2017-I/PHD/Part-III/405

Read: Order No. 44/21/2017-I/PHD/Part-III/128 dated 16-01-2020.

In the Government Order dated 16-01-2020 referred above, the name shown against Sr. No. 2 read as "Dr. Ravin Noel Do Rosario Rego Liana" shall be substituted and read as "Dr. Ravin Noel Do Rosario Rego".

Swati Dalvi, Under Secretary (Health-II).

Porvorim, 24th February, 2020.

Department of Transport

Directorate of Transport

Notification

No. 5/9/90-Tpt/2009

In exercise of powers conferred by Clause (xii) of sub-rule (1) of Rule 22 of the Goa, Daman and Diu Motor Vehicles Tax Rules, 1974, the Government of Goa hereby exempts vehicle registered under Registration No. GA-08/U-5561 owned by Daddy's Home, Gogol, P.O. Fatorda, Opp. Mutt Complex, Margao-Goa, from payment of tax due to this State, from the date of registration of the motor vehicle till cancellation of registration or transfer of ownership.

By order and in the name of the Governor of Goa.

Rajan Satardekar, Director & ex officio Jt. Secretary (Transport).

Panaji, February, 2020.

Department of Urban Development

(Municipal Administration)

Notification

No. 1/7/UDD/2003/3770

- Read: 1) Notification No. 1/7/UDD/2003/2484 dated 21-11-2018 published in the Official Gazette, Series II No. 34 dated 22-11-2018.
- 2) Notification No. 1/7/UDD/2003/3149 dated 21-01-2019 published in the Official Gazette, Series II No. 43 dated 24-1-2019.
- 3) Notification No. 1/7/UDD/2003/1684 dated 27-08-2019 published in the Official Gazette, Series II No. 23 dated 05-09-2019.
- 4) Notification No. 1/7/UDD/2003/2521 dated 06-11-2019 published in the Official Gazette, Series II No. 32 dated 07-11-2019.

In partial modification to the Notifications referred above, the name of Shri Babu R. Shetye as Member is deleted and the designation of Joint Secretary (Finance) may be read as Additional Secretary (Finance), in the General Body of the Goa State Urban Development Agency.

By order and in the name of the Governor of Goa.

Dr. Tariq Thomas, IAS, Director & ex officio Joint Secretary (Municipal Admn./Urban Development).

Panaji, 19th February, 2020.

Notification

No. LSG/MUN/3182/68-C/PW&UD/960

Read: Government Notification No. LSG/MUN/3182/68-C/PW&UD/2989 dated 09-01-2018.

In exercise of the powers conferred by Clause (11) of Section 2 read with sub-section (1) of Section 71 of the Goa Municipalities Act, 1968 (Act 7 of 1969) (hereinafter called the 'said Act'), and in supersession of the Government Notification No. LSG/MUN/3182/68-C/PW&UD/2989 dated 09-01-2018, published in the Official Gazette, Series II No. 43 dated 25-01-2018, the Government of Goa hereby appoints *Dr. Tariq Thomas*, IAS as the Director of Urban Development, for the purposes of the said Act, with effect from 01-03-2019.

By order and in the name of the Governor of Goa.

W. V. R. Murthy, Secretary (Urban Development).

Panaji, 27th June, 2019.

Notification

No. LSG/MUN/3182/68-C/PW&UD/961

Read: Government Notification No. LSG/MUN/
/3182/68-C/PW&UD/2988, dated 09-01-2018.

In exercise of the powers conferred by sub-section (3) of Section 71 of the Goa Municipalities Act, 1968 (Act 7 of 1969) (hereinafter called the 'said Act'), and in supersession of the Government Notification No. LSG/MUN/3182/68-C/PW&UD/2988 dated 09-01-2018, published in the Official Gazette, Series II No. 43 dated 25-01-2018, the Government of Goa hereby appoints

Shri Ramesh P. Naik as the Additional Director of Urban Development, for the purposes of the said Act, with effect from 25-06-2018 (a.n.).

He shall have jurisdiction over the whole of the State of Goa and shall exercise all the powers of the Director of Urban Development during the absence of the Director.

By order and in the name of the Governor
of Goa.

W. V. R. Murthy, Secretary (Urban Development).
Panaji, 27th June, 2019.

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